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

AGENDA

January 18, 2022 1:00 PM

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

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.

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.

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

A.4. Approval of Agenda

B. CONSENT

Minutes

Administration

B.1. Board Acceptance of Proof of Publication for the Resolution on Redistricting

Board Acceptance of Proof of Publication in the Chronicle Newspaper on December 19 and 26, 2021 for the Resolution on Redistricting.

Attorneys Office

Clerk

Community Services

B.2. Central Citrus Little League 2022 Agreement

Approve and authorize the Chairman to execute the Youth Organization Agreement between Citrus County and Central Citrus Little League for the 2022 season.

B.3. Crystal River Little League 2022 Season

Approve and authorize the Chairman to execute the Youth Organization Agreement between Citrus County and Crystal River Little League for the 2022 season.

Fire Services

Human Resources

Management and Budget

Planning and Development

B.4. PLT-21-20 Newberry Replat

a. Review and approve application PLT-21-20, Newberry Replat.

b. If approved, direct the Chair to sign the Plat and the Clerk to record the plat in the public records of Citrus County, Florida.

B.5. Partial Release of Lien for 3078 W. Fairbank Dr., Citrus Springs, FL

Approve and authorize the Chairman to execute a Partial Release of Lien, releasing the property located at 3078 W. Fairbank Drive, Citrus Springs, Florida, from the lien resulting from the Tarpon IV LLC unabated code violation on a separate property.

B.6. Local Mitigation Strategy Annual Update

Approve and transmit the Local Mitigation Strategy Plan and Working Group Annual Update to the Florida Division of Emergency Management as specified in Florida Administrative Code 27P-22.004.

Public Works

B.7. Surplus Property

Approve and authorize staff to sell equipment as listed in the supporting backup material through an online auction service. In the event an item does not sell, authorize staff to dispose of surplus property according to County policy.

Systems Management

B.8. Records Disposition

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0406, BOCC-0407, BOCC-0408, BOCC-0409, BOCC-0410

B.9. Records Disposition

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0411, BOCC-0412, BOCC-0413

Visitors and Convention Bureau

Water Resources

B.10. Release of Lien - Water and Wastewater Services

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Milomara International, Joseph Fasbach, Amanda Hoffman, Simon Maggaddino (2) and Edward Shaughnessy.

B.11. 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: David Iwaniec, Marshall & Susan Davis, and Henry Ford Sr., Henry Ford Jr., & Tracy K Bunch.

Set Public Hearings Workshops

C. PROCLAMATIONS

C.1. Proclamation Certified Registered Nurse Anesthetist CRNA

Approve and authorize the board to proclaim the week of January 23-29, 2022 as Certified Registered Nurse Anesthetist CRNA in Citrus County, Florida.

C.2. Present a Check to the Board of County Commissioners from the Withlacoochee River Electric

Gary Steele, General Manager, Crystal River and Billy E. Brown, Executive VP General Manager, Crystal River will present the Board of County Commissioners a check from the Withlacoochee River Electric Company.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services

a. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Nature Coast at Home Services, Inc. dba Right at Home Nature Coast,

between Citrus County, Florida and Staff America Health, Inc., and between Citrus County, Florida and Family Life Care, Inc. to add Homemaker and Personal Cares Services to their list of program services and modify the fee schedule to include the fees for these services.

b. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Community Angels, LLC and between Citrus County, Florida and Viceroy Home Health, LLC to add Homemaker Services to their list of program services and modify the fee schedule to include the fees for these services.

b. RFQ 21-095 Continuing Contract for Professional Engineering Services

Approve and authorize the Chairman to execute Master Agreements between Citrus County, Florida and American Infrastructure Developments, Inc., between Citrus County, Florida and Cardno, Inc., between Citrus County, Florida and DRMP, Inc., between Citrus County, Florida and G-A-I Consultants, Inc., between Citrus County, Florida and Infrastructure Consulting & Engineering, PLLC, between Citrus County, Florida and Kimley-Horn & Associates, Inc., between Citrus County, Florida and Michael Czerwinski, PA, between Citrus County, Florida and Professional Services Industries, Inc., and between Citrus County, Florida and Tierra, Inc. to provide professional engineering services on an as needed basis utilized by all County departments.

c. RFQ 21-003 Amendment No. 2; Elder Affairs and Older Americans In-Home Health Services; Viceroy Home Health, LLC

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Viceroy Home Health, LLC to add Personal Care and Respite Care with Personal Care Services to their list of program services and modify the fee schedule to include the fees for these services.

d. RFQ 21-096 Continuing Contract for Professional Services for the Water, Wastewater & Reclaimed Water Utilities Systems

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Jones Edmunds & Associates, Inc., between Citrus County, Florida and Burrell Engineering, Inc., between Citrus County, Florida and McKim & Creed, Inc., and between Citrus County, Florida and Kimley-Horn and Associates, Inc. to provide continuing professional engineering services for

water, wastewater and reclaimed water utility systems on an as needed basis.

e. ITB 22-026 (REBID)Tree, Brush, Construction and Demolition Debris Disposal Facility; Waste Pro of Florida dba Citrus Landfill, Inc., Sand/Land of Florida Enterprises Inc. and Sean M. Gerrits, Inc. dba SMG Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Waste Pro of Florida dba Citrus Landfill, Inc., between Citrus County, Florida and Sand/Land of Florida Enterprises, Inc., and between Citrus County, Florida and Sean M. Gerrits, Inc. dba SMG Inc. to provide Tree, Brush, Construction and Demolition Debris Disposal Facility on an as need basis.

f. ITB 22-027 (Rebid) Transportation and Disposal of Waste Tires at Central Landfill; Empire Tire of Edgewater, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Empire Tire of Edgewater, LLC for the Transportation and Disposal of Waste Tires at Central Landfill.

E.2. Budget Transfers

Approve budget transfers for Visitors & Convention Bureau (2) and Board of County Commissioners for fiscal year 2021-22.

E.3. Release of Lien

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

b. Authorize the Clerk to record the Releases of Lien in the Public Records of Citrus County, Florida.

E.4. Affidavit for Title Clearance

a. Approve and authorize the Chairman to execute the Affidavit necessary for title clearance for Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2.

b. Approve and authorize the Chairman to accept a General Warranty Deed from Habitat for Humanity of Citrus County Inc., for the conveyance of Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2.

c. Authorize Clerk to place acceptance stamp on the General Warranty Deed and record the Affidavit and deed in the Public

Records of Citrus County, Florida.

E.5. Resolutions - FDEP, SWFWMD, FDOT

Adopt and authorize the Chairman to execute Resolutions and Certificates of Incumbency and Authority authorizing selected County staff to execute permit applications on behalf of Citrus County for the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and the Florida Department of Transportation (FDOT).

E.6. FY 2023 Residential Resurfacing Program

a. Board approval of the FY 2023 Residential Resurfacing Project in the amount of $6,000,000.

b. Board approval of the FY 2023 MSBU roadway list.

E.7. Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County International Association of Firefighters

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and the Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters with an effective date of October 1, 2021.

E.8. Chamber Request for Additional Funding

Provide Direction and Modify Contract as Appropriate.

E.9. Boat Ramp Fees for Commercial Endeavors

1. Provide Direction on Charging for Boat Ramp Fees for Commercial Businesses.

2. Direct Staff to modify Ordinance and Resolution.

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.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis			
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Randall Olney	3/15/2022		Pre-bid Conference 1/14/2022; Response due 2/17/2022

4.	4/13/2021	Hall's River Road Multi-Purpose Path (Board decided to look at completing in phases, first phase Crumps to River Haven)	Randy Oliver	TBD		Funding has not been identified
5.	7/13/2021	File for increased water use permit and hold a Workshop on Irrigation options	Ken Cheek	2/2022		Increase Permit to be filed by 1/31/2021
6.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
7.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	1/31/2022		
8.	11/10/2021	Draft criteria on waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	2/8/2022		
9.	12/14/2021	Drug Seizure Funds Update	Colleen Scott	1/31/2022	COMPLETED	
10.	12/14/2021	Library Display Agenda Item	Eric Head	1/31/2022	COMPLETED	Board decided to take no action.
11.	12/14/2021	Access to Fort Island Beach		2/8/2022		Waiting for Direction from FDEP
12.	1/5/2022	Set Workshops discussed in Retreat	Randy Oliver	1/18/2022	COMPLETED	On This Agenda

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Establish Special Meeting and Workshop Dates

Approve Workshop and Special Meeting Dates as Outlined.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Annual Investment Presentation and Policy Approval

Approve and adopt the County Investment Policy as stands.

Presentation of the County's Investment performance for fiscal year 2021 by Honorable Angela Vick, Clerk of the Circuit Court and Comptroller for Citrus County, Florida.

H.2. 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection Zones

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; establishing manatee protection zones in places within the County known to be inhabited by manatees on a regular basis; creating Chapter 64, Article I entitled, "Manatee Protection Zones"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification; and providing for an effective date.

b. If approved, authorize the Chairman to execute the ordinance.

H.3. 1:45 PM City of Crystal River Ken Frink

Presentation by Ken Frink, City Manager of Crystal River and direction as appropriate.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. AHAC Nominate and Appoint

Nominate and appoint five (5) positions for membership on the Affordable Housing Advisory Committee (AHAC) that will become available on January 31, 2022, as follows: one Real Estate Professional, one Low Income Advocate, one Local Planning Agency Representative, one Not For Profit Provider of Affordable Housing Representative and one Citizen of Local Jurisdiction.

I.2. Tourist Development Council Appointments

Appoint Michael Mancke and Dr. Paresh Desai to the TDC for a 4 year term beginning January 31, 2022 until January 31, 2026. Appoint one citizen from the applications in the Demonstrates an Interest in Tourism Category to a 4 year term beginning January 31, 2022 until January 31, 2026.

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

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

M. 2ND VICE CHAIR HOLLY L. DAVIS - DISTRICT 5

N. 1ST VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

O. CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

O.1. Resolution for United States Bike Route (USBR) 15 in Citrus County

a. Authorize the Chairman to execute a resolution approving and supporting the development of USBR 15 through Citrus County utilizing the multi-use trail from the North end of the Withlacoochee State Trail to the South end of the Dunnellon Trail; and

b. Requests that Florida Department of Transportation (FDOT) take the necessary steps to have the route officially designated by AASHTO as soon as it can be achieved; and

c. Authorize the posting of signs within Citrus County right-of-way identifying the route through the county once the official designation has been made.

O.2. Evaluation of County Administrator

Discussion and direction of evaluation for County Administrator, Section 6 of contract.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**, February 8, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **February 22, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting**: March 8, 2022,** at 1:00 PM, Citrus County Courthouse, Room 100,110, N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

BOCC Leadership Summit: Friday, January 28, 2022, at 9:00 AM, Lecanto Government Building, 3600 W. Sovereign Path, Room #166, Lecanto, FL. 34461

T. 5:01 P.M. PUBLIC HEARINGS

U. ADJOURN

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Board Acceptance of Proof of Publication for the Resolution on Redistricting
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Board Acceptance of Proof of Publication on December 19 and 26, 2021, for the Redistricting Resolution.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Board Acceptance of Proof of Publication in the Chronicle Newspaper on December 19 and 26, 2021 for the Resolution on Redistricting.

Proof of Publication

From the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS
Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50020839
Description: 1712-1226 SUCRN Resolution No. 2021-126 (Page 1) Color - Full Page for Citrus BOCC Commission Records Division
Advertisement: to run 2 time(s)

was published in said newspaper in the issue of
Dates(s) of publication: December 19 & 26 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The foregoing instrument was acknowledged before me

This 27th day of December 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Deborah L McPherson

Notary Public

DEBORAH LYNN MCPHERSON
Notary Public - State of Florida
Commission # HH 035722
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

Ad # 50020839
$ 139.38

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 1 (19742 : Board Acceptance of Proof of Publication for the Resolution on

1712-1226 SUCRN

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
15 Dec 21

RESOLUTION NO. 2021- 136
A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ESTABLISHING THE BOUNDARIES OF COMMISSIONERS' DISTRICTS PURSUANT TO CHAPTER 124, FLORIDA STATUTES.

WHEREAS, the Constitution of the State of Florida and Section 124.01, Florida Statutes, charge the board of county commissioners (Board) with the responsibility of dividing Citrus County into five (5) County Commission districts and making certain that each County Commissioner represents, as nearly as possible, equal numbers of citizens, and;

WHEREAS, said Statute further provides that this Board shall, from time to time, fix the boundaries of said districts so as to keep them as nearly equal in proportion to population as possible, and;

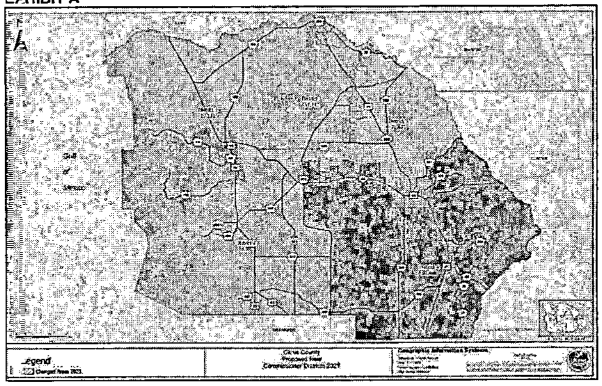
WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

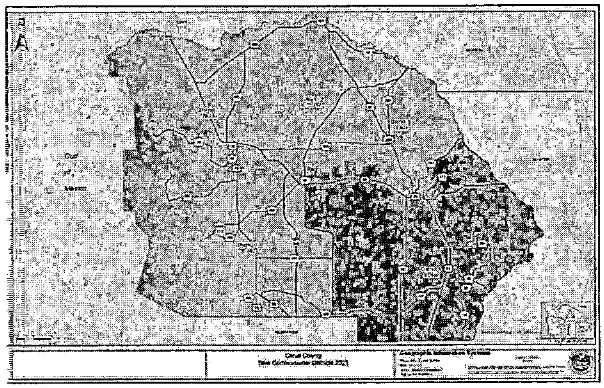
WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 14th day of December, 2021, as follows:

- There is hereby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.

EXHIBIT A





DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER

DISTRICT No. 1

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DRIVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WIT THE CENTERLINE OF N FARRINGTON DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY STREET; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL ST; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1. WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH. RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 BLK 167 TO THE SW CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2 THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5 BLK 167 TO THE SE CORNER OF LOT 1, BLK 181 PINE RIDGE UNIT 2 THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SW CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491, THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44; THENCE WEST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 490; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL 13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51' 57" E 3,109 FEET FROM THE POINT OF BEGINNING; THENCE GO S 44° 51' 57" W 3109 FEET TO THE POINT OF BEGINNING.

DISTRICT No. 2

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST ALONG THE NORTH BOUNDARY OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 19 ALSO KNOWN AS STATE ROAD NO. 55; THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HWY NO. 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W OZELLO TRAIL; THENCE EAST ALONG THE EASTERLY EXTENSION OF W OZELLO TRAIL TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID PARCEL 42300 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 42300 TO THE SOUTHEAST CORNER OF SAID PARCEL 42300; THENCE NORTH TO THE NORTHEAST CORNER OF SAID PARCEL 42300; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF PARCEL 13220 OF AN UNRECORDED TRACT TO THE NORTHEAST CORNER OF SAID PARCEL 13200; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID PARCEL 13220 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 10, BLOCK 7 OF CRYSTAL ACRES SUBDIVISION; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 10 BLOCK 7 AND LOT 10 BLOCK 8 TO THE SOUTHEAST CORNER OF LOT 10 BLOCK 8 OF CRYSTAL ACRES SUBDIVISION, WHICH IS ALSO A POINT ON THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO A POINT OF INTERSECTION WITH THE-CENTERLINE OF WEST VENABLE STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST VENABLE STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SOUTH ROCK CRUSHER ROAD, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SOUTH ROCK CRUSHER ROAD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490, ALSO KNOWN AS WEST HOMOSASSA TRAIL, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44, ALSO KNOWN AS WEST GULF TO LAKE HIGHWAY; THENCE EST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 491, ALSO KNOWN AS SOUTH LECANTO HIGHWAY; THENCE SOUTH, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO THE POINT OF BEGINNING.

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 1 (19742 : Board Acceptance of Proof of Publication for the Resolution on

1712-1226 SUCRN

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY: D.C.
THIS 15 DAY OF Dec 2021

RESOLUTION NO. 2021- 136
A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ESTABLISHING THE BOUNDARIES OF COMMISSIONERS' DISTRICTS PURSUANT TO CHAPTER 124, FLORIDA STATUTES.

WHEREAS, the Constitution of the State of Florida and Section 124.01, Florida Statutes, charge the board of county commissioners (Board) with the responsibility of dividing Citrus County into five (5) County Commission districts and making certain that each County Commissioner represents, as nearly as possible, equal numbers of citizens, and;

WHEREAS, said Statute further provides that this Board shall, from time to time, fix the boundaries of said districts so as to keep them as nearly equal in proportion to population as possible, and;

WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 14th day of December, 2021, as follows:

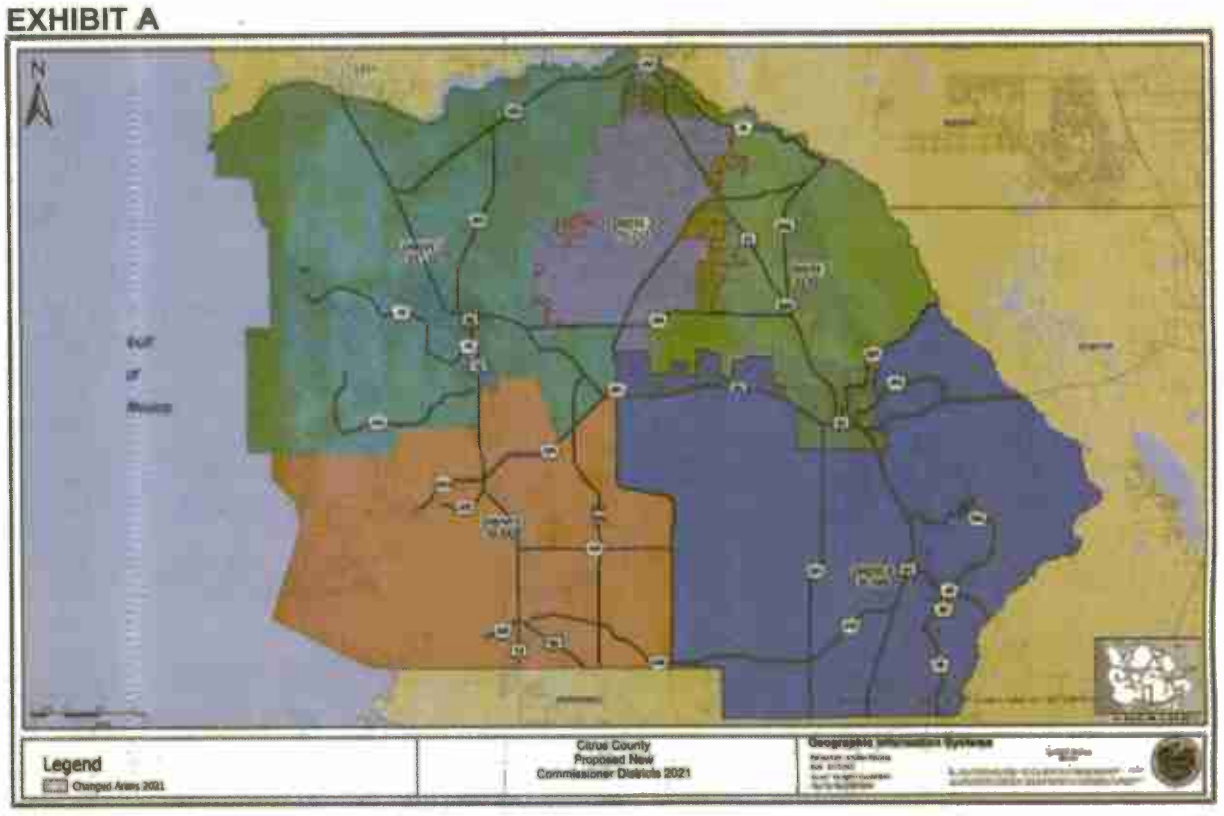
- There is hereby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.

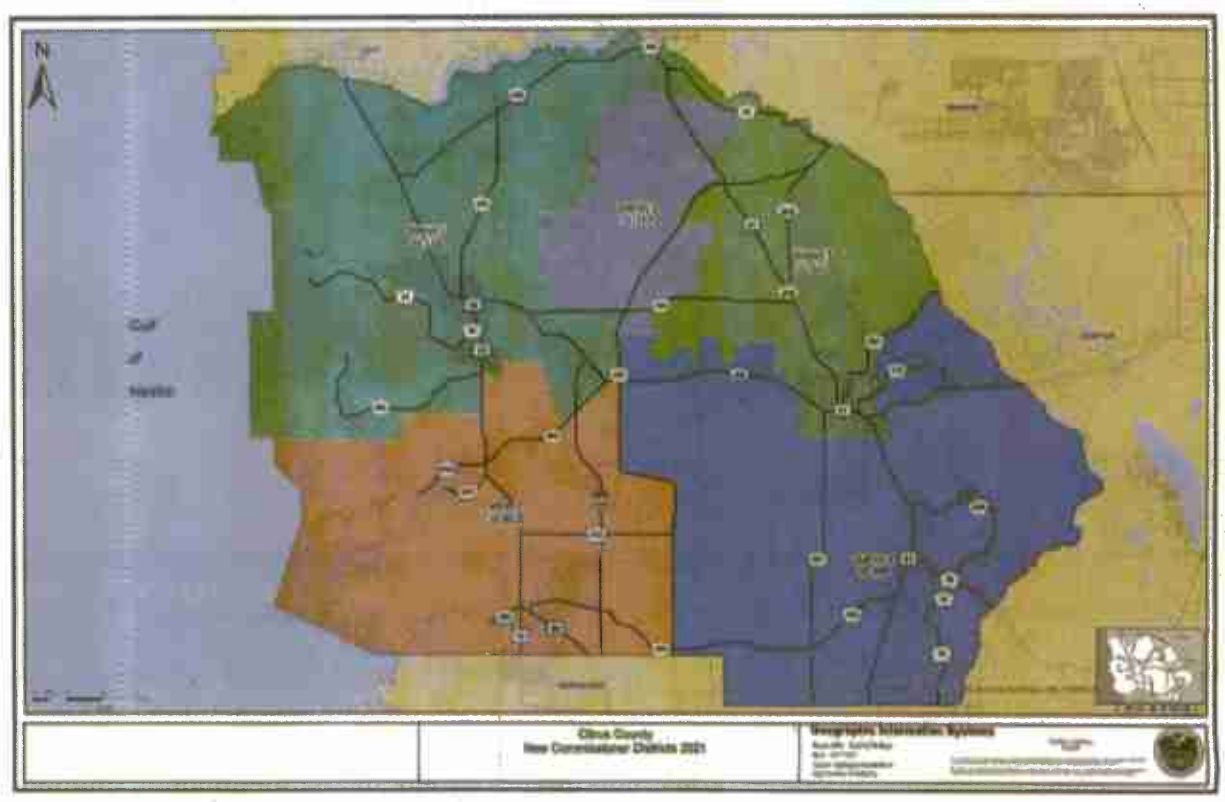
DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER

DISTRICT No. 1

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF

EXHIBIT A





THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL 13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51' 57" E 3,109 FEET FROM THE POINT OF BEGINNING; THENCE GO S 44° 51' 57" W 3109 FEET TO THE POINT OF BEGINNING.

DISTRICT No. 2

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWE
SAID SECTION 18; THENCE EAST ALONG THE NOR
OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE

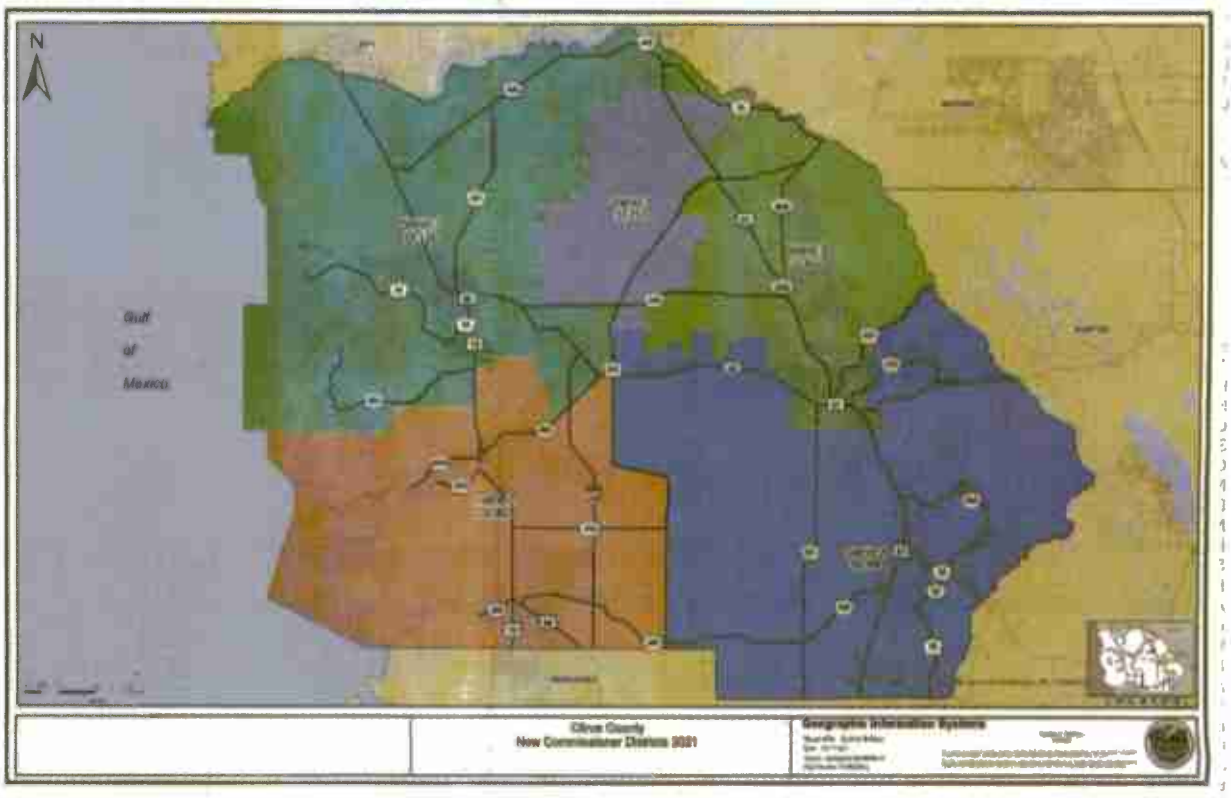
Attachment: Proof of Publication_ResolutionNumber2021_136_Part 1 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 14th day of December, 2021, as follows:

- There is hereby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.



DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER

DISTRICT No. 1

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DRIVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WIT THE CENTERLINE OF N FARRINGTON DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY STREET; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL ST; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH. RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 BLK 167 TO THE SW CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SE CORNER OF LOT 1, BLK 181 PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SW CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44; THENCE WEST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL 13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51' 57" E 3,109 FEET FROM THE POINT OF BEGINNING; THENCE GO S 44° 51' 57" W 3109 FEET TO THE POINT OF BEGINNING.

DISTRICT No. 2

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST ALONG THE NORTH BOUNDARY OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 19 ALSO KNOWN AS STATE ROAD NO. 55; THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HWY NO. 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W OZELLO TRAIL; THENCE EAST ALONG THE EASTERLY EXTENSION OF W OZELLO TRAIL TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID PARCEL 42300 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 42300 TO THE SOUTHEAST CORNER OF SAID PARCEL 42300; THENCE NORTH TO THE NORTHEAST CORNER OF SAID PARCEL 42300; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF PARCEL 13220 OF AN UNRECORDED TRACT TO THE NORTHEAST CORNER OF SAID PARCEL 13200; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID PARCEL 13220 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 10, BLOCK 7 OF CRYSTAL ACRES SUBDIVISION; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 10 BLOCK 7 AND LOT 10 BLOCK 8 TO THE SOUTHEAST CORNER OF LOT 10 BLOCK 8 OF CRYSTAL ACRES SUBDIVISION, WHICH IS ALSO A POINT ON THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO A POINT OF INTERSECTION WITH THE-CENTERLINE OF WEST VENABLE STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST VENABLE STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SOUTH ROCK CRUSHER ROAD, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SOUTH ROCK CRUSHER ROAD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490, ALSO KNOWN AS WEST HOMOSASSA TRAIL, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44, ALSO KNOWN AS WEST GULF TO LAKE HIGHWAY; THENCE EST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 491, ALSO KNOWN AS SOUTH LECANTO HIGHWAY; THENCE SOUTH, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO THE POINT OF BEGINNING.

50020839

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 1 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

Proof of Publication

From the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50020843
Description: 1713-1226 SUCRN Resolution No. 2021-126 (Page 2) Black & White - Full Page for Citrus BOCC Commission Records Division

Advertisement: to run 2 time(s)

was published in said newspaper in the issue of
Dates(s) of publication: December 19 & 26, 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me

This 27th day of December 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Deborah L McPherson

Notary Public

DEBORAH LYNN MCPHERSON
Notary Public - State of Florida
Commission # HH 035722
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

Ad# 50020843
$1230.50

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 2 (19742 : Board Acceptance of Proof of Publication for the Resolution on

1713-1226 SUCRN

DISTRICT No. 3

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 491 WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE CENTERLINE OF COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 AND THE SOUTH BOUNDARY OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 SOUTH RANGE 18 E TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 18 S, RANGE 18 E; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST NORWAY LANE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH VENICE TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH VENICE TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST JENNY ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH MUNICH TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH MUNICH TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RUSS STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 488; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR, THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D, BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILL; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 40000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 40000 TO THE NORTHWEST CORNER OF LOT 84, BLK 40000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SOUTHWEST CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST WHICH IS ALSO THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N CALICO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CONESTOGA ST; THENCE WEST ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR, THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1, BLK 167 TO THE SOUTHWEST CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SOUTHEAST CORNER OF LOT 1, BLK 181, PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY, THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491 AND POINT OF BEGINNING.

DISTRICT No. 4

BEGIN AT A POINT OF INTERSECTION OF THE CENTERLINE OF THE WITHLACOOCHEE RIVER AND THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO. 581; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 581 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST, THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE, THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST, THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ½ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.48 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE BOUNDARY OF SAID SECTION 34 TO THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 34 AND ALONG THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 19 EAST TO THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 19 EAST AND EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO THE POINT OF BEGINNING.

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BEGIN AT THE INTERSECTION OF N KENSINGTON AVE AND N BRIGHTON RD; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORWAY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N VENICE TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N VENICE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W JENNY ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N MUNICH TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N MUNICH TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE IF W RUSS ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51' 57" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR, THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST, THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST, THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTHWEST ALONG THE CENTERLINE OF SAID N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BRIGHTON RD AND POINT OF BEGINNING.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK BY: RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN COUNTY ATTORNEY

APPROVED [illegible] BOARD OF COUNTY COMMISSIONERS

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 2 (19742 : Board Acceptance of Proof of Publication for the Resolution on

1713-1226 SUCRN

DISTRICT No. 3

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 491 WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE CENTERLINE OF COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 AND THE SOUTH BOUNDARY OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 SOUTH RANGE 18 E TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 18 S, RANGE 18 E; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST NORWAY LANE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH VENICE TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH VENICE TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST JENNY ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH MUNICH TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH MUNICH TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RUSS STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE *SOUTHWESTERLY ALONG THE* CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 *AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF* INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF *INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP*; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG

WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1, BLK 167 TO THE SOUTHWEST CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SOUTHEAST CORNER OF LOT 1, BLK 181, PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491 AND POINT OF BEGINNING.

DISTRICT No. 4

BEGIN AT A POINT OF INTERSECTION OF THE CENTERLINE OF THE WITHLACOOCHEE RIVER AND THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO. 581; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 581 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8; TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH

THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTIAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTIAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORWAY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N VENICE TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N VENICE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W JENNY ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N MUNICH TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N MUNICH TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE IF W RUSS ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTIAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTIAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51' 57" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PL... PAGES 135 AND 136 ...

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 2 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 *AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18* EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 37 BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D, BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILL; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84, BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SOUTHWEST CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST WHICH IS ALSO THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N CALICO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CONESTOGA ST; THENCE WEST ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8; TOWNSHIP 19 SOUTH; RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300 THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3 PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 46.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE;THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE BOUNDARY OF SAID SECTION 34 TO THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 34 AND ALONG THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 19 EAST TO THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 19 EAST AND EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO THE POINT OF BEGINNING.

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BEGIN AT THE INTERSECTION OF N KENSINGTON AVE AND N BRIGHTON RD; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG

RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51' 57" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTHWEST ALONG THE CENTERLINE OF SAID N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BRIGHTON RD AND POINT OF BEGINNING.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

SEAL

for ANGELA VICK, CLERK

BY: RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN
COUNTY ATTORNEY

APPROVED
DEC 14 2021
BOARD OF COUNTY COMMISSIONERS

Attachment: Proof of Publication_ResolutionNumber2021_136_Part 2 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

Proof of Publication

From the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS
Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50020839
Description: 1712-1226 SUCRN Resolution No. 2021-126 (Page 1) Color - Full Page for Citrus BOCC Commission Records Division
Advertisement: to run 2 time(s)

was published in said newspaper in the issue of
Dates(s) of publication: December 19 & 26, 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The foregoing instrument was acknowledged before me

This 27th day of December 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Deborah L McPherson

Notary Public

DEBORAH LYNN MCPHERSON
Notary Public - State of Florida
Commission # HH 035722
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

Attachment: Public Notice Redistricting (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

B.1.c

1712-1226 SUCRN

CERTIFIED TO BE A TRUE COPY ANGELA VICK CLERK OF THE CIRCUIT COURT BY [signature] THIS 15 DAY OF Dec 21

RESOLUTION NO. 2021-136

A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ESTABLISHING THE BOUNDARIES OF COMMISSIONERS' DISTRICTS PURSUANT TO CHAPTER 124, FLORIDA STATUTES.

WHEREAS, the Constitution of the State of Florida and Section 124.01, Florida Statutes, charge the board of county commissioners (Board) with the responsibility of dividing Citrus County into five (5) County Commission districts and making certain that each County Commissioner represents, as nearly as possible, equal numbers of citizens, and;

WHEREAS, said Statute further provides that this Board shall, from time to time, fix the boundaries of said districts so as to keep them as nearly equal in proportion to population as possible, and;

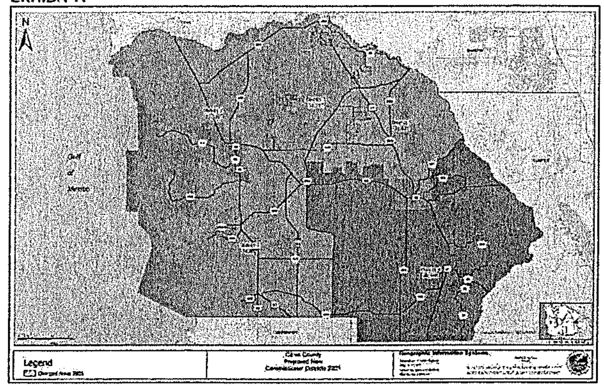
WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

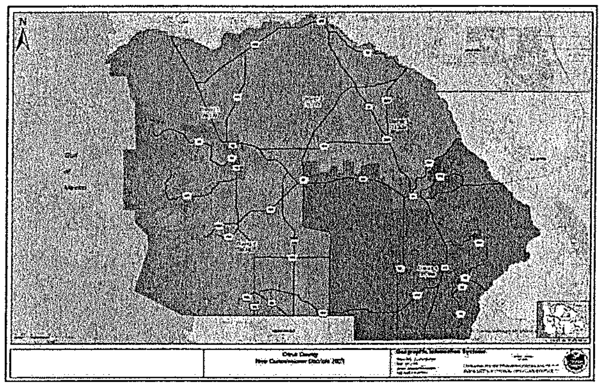
WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 14th day of December, 2021, as follows:

- There is hereby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.

EXHIBIT A





DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER

DISTRICT No. 1

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST, THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DRIVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST, THENCE EAST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WIT THE CENTERLINE OF N FARRINGTON DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY STREET; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL ST; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 130, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 130 BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST, THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR, THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT, THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 BLK 167 TO THE SW CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SE CORNER OF LOT 1, BLK 181 PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SW CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491, THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44; THENCE WEST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 490; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL 13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51' 57" E 3,109 FEET FROM THE POINT OF BEGINNING: THENCE GO S 44° 51' 57" W 3109 FEET TO THE POINT OF BEGINNING.

DISTRICT No. 2

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST ALONG THE NORTH BOUNDARY OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 19 ALSO KNOWN AS STATE ROAD NO. 55; THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HWY NO 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W OZELLO TRAIL; THENCE EAST ALONG THE EASTERLY EXTENSION OF W OZELLO TRAIL TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID PARCEL 42300 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 42300 TO THE SOUTHEAST CORNER OF SAID PARCEL 42300; THENCE NORTH TO THE NORTHEAST CORNER OF SAID PARCEL 42300; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF PARCEL 13220 OF AN UNRECORDED TRACT TO THE NORTHEAST CORNER OF SAID PARCEL 13200; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID PARCEL 13220 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 10, BLOCK 7 OF CRYSTAL ACRES SUBDIVISION; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 10 BLOCK 7 AND LOT 10 BLOCK 8 TO THE SOUTHEAST CORNER OF LOT 10 BLOCK 8 OF CRYSTAL ACRES SUBDIVISION, WHICH IS ALSO A POINT ON THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST VENABLE STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST VENABLE STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SOUTH ROCK CRUSHER ROAD, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SOUTH ROCK CRUSHER ROAD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490, ALSO KNOWN AS WEST HOMOSASSA TRAIL, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44, ALSO KNOWN AS WEST GULF TO LAKE HIGHWAY; THENCE EST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 491, ALSO KNOWN AS SOUTH LECANTO HIGHWAY; THENCE SOUTH, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO THE POINT OF BEGINNING.

Attachment: Public Notice Redistricting (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

Proof of Publication

From the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50020843
Description: 1713-1226 SUCRN Resolution No. 2021-126 (Page 2) Black & White - Full Page for Citrus BOCC Commission Records Division

Advertisement: to run 2 time(s)

was published in said newspaper in the issue of
Dates(s) of publication: December 19 & 26, 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me

This 27th day of December 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Deborah Lynn McPherson

Notary Public

DEBORAH LYNN MCPHERSON
Notary Public - State of Florida
Commission # HH 035722
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

Attachment: Public Notice Redistricting (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

1713-1226 SUCRN

DISTRICT No. 3

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 491 WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE CENTERLINE OF COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 AND THE SOUTH BOUNDARY OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 SOUTH RANGE 18 E TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 18 S, RANGE 18 E; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 18 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST NORWAY LANE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH VENICE TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH VENICE TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST JENNY ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH MUNICH TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH MUNICH TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RUSS STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 486, THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR, THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR, THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 130, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 130, BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILL; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 64, BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SOUTHWEST CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST WHICH IS ALSO THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N CALICO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CONESTOGA ST; THENCE WEST ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR. THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST. THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN, THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1, BLK 167 TO THE SOUTHWEST CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SOUTHEAST CORNER OF LOT 1, BLK 181, PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491 AND POINT OF BEGINNING.

DISTRICT No. 4

BEGIN AT A POINT OF INTERSECTION OF THE CENTERLINE OF THE WITHLACOOCHEE RIVER AND THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO. 581; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 581 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST, THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE, THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST, THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST, THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 350 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE BOUNDARY OF SAID SECTION 34 TO THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 34 AND ALONG THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 19 EAST TO THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 19 EAST. THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST. THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 19 EAST AND EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO THE POINT OF BEGINNING.

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BEGIN AT THE INTERSECTION OF N KENSINGTON AVE AND N BRIGHTON RD; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST, THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST, THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST. THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 18 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORWAY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N VENICE TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N VENICE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W JENNY ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N MUNICH TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N MUNICH TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE IF W RUSS ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51' 57" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR, THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200, THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST, THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD, THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION, THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST, THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH, THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTHWEST ALONG THE CENTERLINE OF SAID N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BRIGHTON RD AND POINT OF BEGINNING.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

BY: RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR
THE RELIANCE OF CITRUS COUNTY
ONLY:

DENISE A. DYMOND LYN
COUNTY ATTORNEY

APPROVED

BOARD OF COUNTY
COMMISSIONERS

Attachment: Public Notice Redistricting (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

B.1.d

1712-1226 SUCRN

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY [signature]
THIS 15 DAY OF Dec 21

RESOLUTION NO. 2021- 136

A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ESTABLISHING THE BOUNDARIES OF COMMISSIONERS' DISTRICTS PURSUANT TO CHAPTER 124, FLORIDA STATUTES.

WHEREAS, the Constitution of the State of Florida and Section 124.01, Florida Statutes, charge the board of county commissioners (Board) with the responsibility of dividing Citrus County into five (5) County Commission districts and making certain that each County Commissioner represents, as nearly as possible, equal numbers of citizens, and;

WHEREAS, said Statute further provides that this Board shall, from time to time, fix the boundaries of said districts so as to keep them as nearly equal in proportion to population as possible, and;

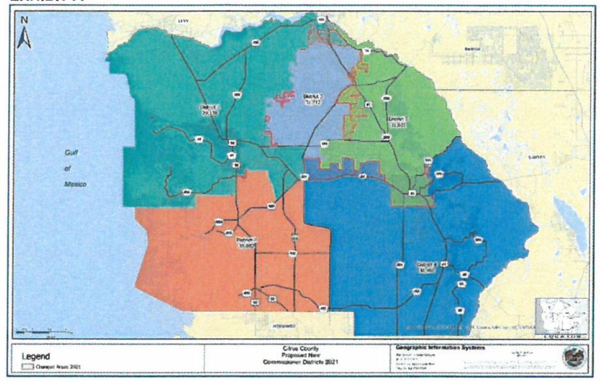
WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

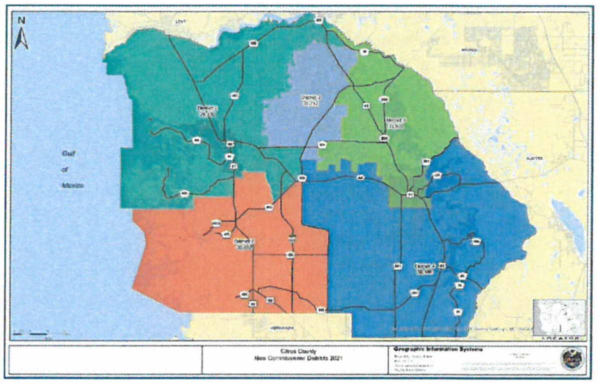
WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 14th day of December, 2021, as follows:

- There is hereby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.

EXHIBIT A





DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER

DISTRICT No. 1

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DRIVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WIT THE CENTERLINE OF N FARRINGTON DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY STREET; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL ST; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH. RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 BLK 167 TO THE SW CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SE CORNER OF LOT 1, BLK 181 PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SW CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44; THENCE WEST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL 13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51' 57" E 3,109 FEET FROM THE POINT OF BEGINNING; THENCE GO S 44° 51' 57" W 3109 FEET TO THE POINT OF BEGINNING.

DISTRICT No. 2

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST ALONG THE NORTH BOUNDARY OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 19 ALSO KNOWN AS STATE ROAD NO. 55, THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HWY NO. 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W OZELLO TRAIL; THENCE EAST ALONG THE EASTERLY EXTENSION OF W OZELLO TRAIL TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID PARCEL 42300 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 42300 TO THE SOUTHEAST CORNER OF SAID PARCEL 42300; THENCE NORTH TO THE NORTHEAST CORNER OF SAID PARCEL 42300; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF PARCEL 13220 OF AN UNRECORDED TRACT TO THE NORTHEAST CORNER OF SAID PARCEL 13200; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID PARCEL 13220 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 10, BLOCK 7 OF CRYSTAL ACRES SUBDIVISION; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 10 BLOCK 7 AND LOT 10 BLOCK 8 TO THE SOUTHEAST CORNER OF LOT 10 BLOCK 8 OF CRYSTAL ACRES SUBDIVISION, WHICH IS ALSO A POINT ON THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO A POINT OF INTERSECTION WITH THE-CENTERLINE OF WEST VENABLE STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST VENABLE STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SOUTH ROCK CRUSHER ROAD, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SOUTH ROCK CRUSHER ROAD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490, ALSO KNOWN AS WEST HOMOSASSA TRAIL, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44, ALSO KNOWN AS WEST GULF TO LAKE HIGHWAY; THENCE EST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 491, ALSO KNOWN AS SOUTH LECANTO HIGHWAY; THENCE SOUTH, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO THE POINT OF BEGINNING.

Attachment: SKM_C75921122216460 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

B.1.d

1713-1226 SUCRN

DISTRICT No. 3

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 491 WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE CENTERLINE OF COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 AND THE SOUTH BOUNDARY OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 SOUTH RANGE 18 E TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 18 S, RANGE 18 E; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST NORWAY LANE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH VENICE TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH VENICE TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST JENNY ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH MUNICH TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH MUNICH TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RUSS STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D, BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILL; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84, BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SOUTHWEST CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST WHICH IS ALSO THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N CALICO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CONESTOGA ST; THENCE WEST ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN, THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1, BLK 167 TO THE SOUTHWEST CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SOUTHEAST CORNER OF LOT 1, BLK 181, PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58' 22" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491 AND POINT OF BEGINNING.

DISTRICT No. 4

BEGIN AT A POINT OF INTERSECTION OF THE CENTERLINE OF THE WITHLACOOCHEE RIVER AND THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO. 581; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 581 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000, THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION, CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE;THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE BOUNDARY OF SAID SECTION 34 TO THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 34 AND ALONG THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 19 EAST TO THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 19 EAST AND EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO THE POINT OF BEGINNING.

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BEGIN AT THE INTERSECTION OF N KENSINGTON AVE AND N BRIGHTON RD; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59' 13" W 461.46 FEET, THENCE GO S 44° 58' 31" W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTIAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTIAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORWAY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N VENICE TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N VENICE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W JENNY ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N MUNICH TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N MUNICH TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE IF W RUSS ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTIAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTIAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51' 57" E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300, THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SUS HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTHWEST ALONG THE CENTERLINE OF SAID N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BRIGHTON RD AND POINT OF BEGINNING.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

SEAL

ANGELA VICK, CLERK

BY: RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN
COUNTY ATTORNEY

APPROVED

BOARD OF COUNTY COMMISSIONERS

58520813

Attachment: SKM_C75921122216460 (19742 : Board Acceptance of Proof of Publication for the Resolution on Redistricting)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Central Citrus Little League 2022 Agreement
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Attached is an annual Youth Athletic Organization Agreement that stipulates the policies and procedures for use of County athletic facilities. This particular agreement is between Central Citrus Little League and Citrus County for the use of Central Ridge District Park, Wesley Jones Park and Beverly Hills Community Park for their 2022 season.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact.

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Youth Organization Agreement between Citrus County and Central Citrus Little League for the 2022 season.

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022 by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and the Central Citrus Little League, hereinafter referred to as "CONTRACTOR", whose address is PO Box 586 Lecanto, Florida 34460.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range (Spring Season)	Days of Week	Time
Central Ridge District Park	1,2,3,4,5	January 31, 2022 – June 3, 2022	Monday – Friday Saturday	5:00PM – 9:30PM 8:00AM – 8:00PM
Wesley Jones Park	Softball Field	March 15, 2022 – June 2, 2022	T, TH	5:30PM – DUSK
Beverly Hills Community Park	Rose Field	March 14, 2022 – June 1, 2022	M, W	5:30PM – DUSK
Park Name	**Field**	**Date Range (Fall Season)**	**Days of Week**	**Time**
Central Ridge District Park	1,2,3,4,5	August 29, 2022 – November 19, 2022	M,T,TH,F Saturday	5:00PM – 9:30PM 8:00AM – 8:00PM
Wesley Jones Park	Softball Field	August 30, 2022 – November 3, 2022	T, TH	5:30PM – DUSK
Beverly Hills Community Park	Rose Field	August 29, 2022 – November 2, 2022	M, W	5:30PM – DUSK

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

Central Ridge District Park Fields 1, 2, 3, 4, 5 will be closed on the following dates:

- March 28, 2022 – April 3, 2022
- June 5, 2022 – August 28, 2022

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions:

Central Citrus Little League has exclusive use of the concessions stand at Central Ridge District Park from January 17, 2022 through December 5, 2022.

B. League Registrations and Try Outs:

Issued via Park Facility Use Application process.

C. League Practice and Games at Central Ridge District Park:

January 31, 2022 through June 3, 2022 and August 29, 2022 through November 19, 2022 except for March 28, 2022 – April 3, 2022 and June 5, 2022 – August 28, 2022.

League Tournaments and Clinics:

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation:

Central Citrus Little League agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

activities. Copies of both documents will be included in the contract package for further clarification.

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, who will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.

b) Sign out of keys by the CONTRACTOR'S authorized representative.

c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.

d) COUNTY agrees to issue keys immediately upon approval.

e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.

f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY leases the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage area when occupied. When in use, outdoor grills must be at least fifty (50) feet from any building or structure. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than Central Citrus Little League, the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

11. CONTRACTOR 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,

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by 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 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, 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 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.

12. 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.

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

A. COMMERCIAL GENERAL LIABILITY:

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. 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.

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

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

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 subcontractors 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) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

13) 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).

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regards to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. 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

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

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 this 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. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)
b) Unsafe field conditions
c) Conditions that compromise player safety
d) Cancellations communicated to the COUNTY within the regulated time-frame

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Central Ridge District Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. Four scoreboard wireless remotes will be issued to the league prior to the beginning of each season. The CONTRACTOR will be responsible for signing in and out remotes. Remotes that are damaged, lost, or stolen will result in a $270.00 replacement fee to the CONTRACTOR.

22. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

23. The term of this agreement shall be from January 17, 2022 through December 5, 2022. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over. The CONTRACTOR agrees to remove all of the league's equipment, including baseball

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

screens, benches, and signage from County property within (24) hours of the end of the term of the Agreement or the date of termination, if terminated earlier. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

ATTEST:

Angela Vick, Clerk

Citrus County, Florida

By: _____
Ronald E. Kitchen Jr., Chairman
Board of County Commissioners
of Citrus County, Florida

Central Citrus Little League

Danielle Green
Authorized Representative's Signature

Danielle Green- President
Printed Name and Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of December, 2021, by Danielle Green as President for Central Citris Little League who is ☐ personally known to me or who has produced DLicense /Florida as identification.

PRECEIDA A. RICHARDSON
MY COMMISSION EXPIRES
OCTOBER 12, 2025
#HH 185455
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public-State of Florida
Printed Name: Preceida A. Richardson
Commission No: HH 185455
Expiration Date: 10/12/2025

Attachment: Central Citrus Little League Agreement (19807 : Central Citrus Little League 2022 Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/05/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091515-2022-3 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CENTRAL CITRUS LL
Danielle Green
1362 W. Hampshire Blvd
Citrus Springs, FL 34434

COVERAGES

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 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 ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMM LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. Citrus County, Florida, a Political Subdivision of the State of Florida

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/05/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091515-2022-3 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CENTRAL CITRUS LL
Danielle Green
1362 W. Hampshire Blvd
Citrus Springs, FL 34434

COVERAGES

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 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 ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMM LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Citrus County, Florida, a Political Subdivision of the State of Florida
3800 W Sovereign Path
Suite 180
Lecanto, FL 34461

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/5/2022

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	**CONTACT NAME:** David Irwin **PHONE (A/C, No, Ext):** (570) 473-2150 **FAX (A/C, No):** (570) 473-2151 **E-MAIL ADDRESS:** DIrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated CENTRAL CITRUS LL 1362 W. Hampshire Blvd Citrus Springs FL 34434	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** AIG Specialty Insurance Company — 26883 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 1,000,0 $ 300,0 $ Exclud $ 1,000,0 $ 2,000,0 $ 1,000,0 $ 1M/$1
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** 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 as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

Citrus County, Florida, a Political Subdivision of the State of Florida

3800 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: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

POLICY NUMBER: 011405744

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Citrus County, Florida, a Political Subdivision of the State of Florida 3800 W Sovereign Path Suite 180 Lecanto, FL 34461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Central Citrus LL COI (19807 : Central Citrus Little League 2022 Agreement)

© Insurance Services Office, Inc., 2012

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Crystal River Little League 2022 Season
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Attached is an annual Youth Athletic Organization Agreement that stipulates the policies and procedures for use of County athletic facilities. This particular agreement is between Crystal River Little League and Citrus County for the use of Bicentennial Park for their 2022 season.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact.

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Youth Organization Agreement between Citrus County and Crystal River Little League for the 2022 season.

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022 by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and the Crystal River Little League, hereinafter referred to as "CONTRACTOR", whose address is PO Box 1775 Crystal River, Florida 34423.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range (Spring Season)	Days of Week	Time
Bicentennial Park	1,2,3,4,6,7	January 31, 2022 – June 3, 2022	Monday – Friday	5:00PM – 9:30PM
Bicentennial Park	1,2,3,4,6,7	February 5, 2022 – June 4, 2022	Saturday	8:00AM – 8:00PM
Park Name	**Field**	**Date Range (Fall Season)**	**Days of Week**	**Time**
Bicentennial Park	1,2,3,4,6,7	August 29, 2022 – November 18, 2022	Monday – Friday	5:00PM – 9:30PM
Bicentennial Park	1,2,3,4,6,7	September 3, 2022 – November 19, 2022	Saturday	8:00AM – 8:00PM

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

Bicentennial Park Fields 1, 2, 3, 4, 6, 7 will be closed on the following dates:

- March 28, 2022 – April 3, 2022
- June 5, 2022 – August 28, 2022

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions:

Crystal River Little League has exclusive use of the concessions stand at Bicentennial Park January 17, 2022 – December 5, 2022.

B. League Registrations and Try Outs:

Issued via Park Facility Use Application process.

C. League Practice and Games at Bicentennial Park:

January 31, 2022 through June 4, 2022 and August 29, 2022 through November 19, 2022 except for March 28, 2022 – April 3, 2022 and June 5, 2022 – August 28, 2022.

League Tournaments and Clinics:

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation:

Crystal River Little League agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all activities. Copies of both documents will be included in the contract package for further clarification.

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, who will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.
b) Sign out of keys by the CONTRACTOR'S authorized representative.
c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.
d) COUNTY agrees to issue keys immediately upon approval.
e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.
f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY leases the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage area when occupied. When in use, outdoor grills must be at least fifty (50) feet from any building or structure. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than Crystal River Little League, the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

11. CONTRACTOR 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

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

by 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 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, 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 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.

12. 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.

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

A. COMMERCIAL GENERAL LIABILITY:

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. 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.

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

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

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 subcontractors 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) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

13) 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).

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regards to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. 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

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

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 this 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. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)
b) Unsafe field conditions
c) Conditions that compromise player safety
d) Cancellations communicated to the COUNTY within the regulated time-frame

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Bicentennial Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. Six scoreboard wireless remotes will be issued to the league prior to the beginning of each season. The CONTRACTOR will be responsible for signing in and out remotes. Remotes that are damaged, lost, or stolen will result in a $270.00 replacement fee to the CONTRACTOR.

22. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

23. The term of this agreement shall be from January 17, 2022 through December 5, 2022. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over. The CONTRACTOR agrees to remove all of the league's equipment, including baseball

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

screens, benches, and signage from County property within (24) hours of the end of the term of the Agreement or the date of termination, if terminated earlier. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

ATTEST:

Citrus County, Florida

Angela Vick, Clerk

By: _____
Ronald Kitchen Jr., Chairman
Board of County Commissioners
of Citrus County, Florida

Crystal River Little League

Crystal McDavid
Authorized Representative

Crystal McDavid, President
Printed Name & Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 28th day of December, 2021, by Crystal McDavid as President for Crystal River Little League who is ___ personally known to me or who has produced FL Drivers License as identification.

PRECEIDA A. RICHARDSON
MY COMMISSION EXPIRES
OCTOBER 12, 2025
#HH 185455
Bonded thru
Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public-State of Florida
Printed Name: Preceida A. Richardson
Commission No: HH 185455
Expiration Date: 10/12/2025

Attachment: Crystal River LL Agreement 2022 (19806 : Crystal River Little League 2022 Season)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/04/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091505-2022-1 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CRYSTAL RIVER LL
Crystal McDavid
4020 WEST HORACE ALLEN ST
LECANTO , FL 34461

COVERAGES

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 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 ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMM LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. Citrus County, Florida, a political subdivision of the State of Florida 2. Citrus County Parks and Recreation 3. Citrus County Board of Education 4. Citrus County Board of County Commissioners

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/04/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091505-2022-1 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CRYSTAL RIVER LL
Crystal McDavid
4020 WEST HORACE ALLEN ST
LECANTO , FL 34461

COVERAGES

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INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Citrus County, Florida, a political subdivision of the State of Florida
3800 West Sovereign Path
Suite 180
Lecanto, FL 34461

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/4/2022

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	**CONTACT NAME:** David Irwin **PHONE (A/C, No, Ext):** (570) 473-2150 **FAX (A/C, No):** (570) 473-2151 **E-MAIL ADDRESS:** DIrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated CRYSTAL RIVER LL 4020 WEST HORACE ALLEN ST LECANTO FL 34461	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** AIG Specialty Insurance Company — 26883 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 2,000,0 $ 300,0 $ Exclud $ 2,000,0 $ 2,000,0 $ 2,000,0 $ 1M/$1
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** 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 as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida

3800 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

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Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

POLICY NUMBER: 011405744

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Citrus County, Florida, a political subdivision of the State of Florida 3800 West Sovereign Path Suite 180 Lecanto, FL 34461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/04/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091505-2022-1 3 09 15

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** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
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		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
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C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
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A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
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B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Citrus County Parks and Recreation
2804 West Marc Knighton Court
Lecanto, FL 34461

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/4/2022

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	**CONTACT NAME:** David Irwin **PHONE (A/C, No, Ext):** (570) 473-2150 **FAX (A/C, No):** (570) 473-2151 **E-MAIL ADDRESS:** DIrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated CRYSTAL RIVER LL 4020 WEST HORACE ALLEN ST LECANTO FL 34461	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** AIG Specialty Insurance Company — 26883 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 2,000,0 $ 300,0 $ Exclud $ 2,000,0 $ 2,000,0 $ 2,000,0 $ 1M/$1
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** 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 as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

Citrus County Parks and Recreation
2804 West 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: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

POLICY NUMBER: 011405744

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Citrus County Parks and Recreation 2804 West Marc Knighton Court Lecanto, FL 34461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/04/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091505-2022-1 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CRYSTAL RIVER LL
Crystal McDavid
4020 WEST HORACE ALLEN ST
LECANTO , FL 34461

COVERAGES

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 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 ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMM LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Citrus County Board of Education
1007 West Main Street
Inverness, FL 34450

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

IMPORTANT

DISCLAIMER

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Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/4/2022

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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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	**CONTACT NAME:** David Irwin **PHONE (A/C, No, Ext):** (570) 473-2150 **FAX (A/C, No):** (570) 473-2151 **E-MAIL ADDRESS:** DIrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated CRYSTAL RIVER LL 4020 WEST HORACE ALLEN ST LECANTO FL 34461	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** AIG Specialty Insurance Company — 26883 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 2,000,0 $ 300,0 $ Exclud $ 2,000,0 $ 2,000,0 $ 2,000,0 $ 1M/$1
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** 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 as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

Citrus County Board of Education
1007 West Main Street
Inverness FL 34450

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: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

POLICY NUMBER: 011405744

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Citrus County Board of Education 1007 West Main Street Inverness, FL 34450
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D 01/04/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3091505-2022-1 3 09 15

INSURERS AFFORDING COVERAGE:

INSURER A:	**Lexington Insurance Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**

ADDITIONAL NAMED INSURED:
CRYSTAL RIVER LL
Crystal McDavid
4020 WEST HORACE ALLEN ST
LECANTO , FL 34461

COVERAGES

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* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMM LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	018235622	01/01/2022	01/01/2023	EACH LOSS	$1,000,000 *
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGAT
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY $1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** $1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
A	X	**CRIME COVERAGE**	9472628	01/01/2022	01/01/2023	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. $100,000 Deductible $50	As in Master Polic Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Citrus County Board of County Commissioners
3600 West Sovereign Path
Suite 267
Lecanto, FL 34461

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDAN WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

IMPORTANT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/4/2022

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PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	**CONTACT NAME:** David Irwin **PHONE (A/C, No, Ext):** (570) 473-2150 **FAX (A/C, No):** (570) 473-2151 **E-MAIL ADDRESS:** DIrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated CRYSTAL RIVER LL 4020 WEST HORACE ALLEN ST LECANTO FL 34461	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** AIG Specialty Insurance Company — 26883 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per League	X		011405744	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 2,000,0 $ 300,0 $ Exclud $ 2,000,0 $ 2,000,0 $ 2,000,0 $ 1M/$1
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [ ] **(Mandatory in NH)** 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 as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER

Citrus County Board of County Commissioners
3600 West Sovereign Path
Suite 267
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

POLICY NUMBER: 011405744

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Citrus County Board of County Commissioners 3600 West Sovereign Path Suite 267 Lecanto, FL 34461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Crystal River LLB Insurance Certificate 3091505-2022-1 (19806 : Crystal River Little League 2022 Season)

© Insurance Services Office, Inc., 2012

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-20 Newberry Replat
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

This is a request to create three residential lots on N., McGee Drive in Hernando, which is located in Hercala Acres Unit No. 2. The application has been reviewed by staff and recommended for approval.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – recording fee is responsibility of applicant

RECOMMENDED ACTION:

a. Review and approve application PLT-21-20, Newberry Replat.

b. If approved, direct the Chair to sign the Plat and the Clerk to record the plat in the public records of Citrus County, Florida.

NEWBERRY REPLAT

A Replat of the South 330 feet of Lot 133, HERCALA ACRES UNIT NO. 2
according to the map or plat thereof, as recorded in Plat
Book 8, Pages 16 through 18, Public Records of Citrus County, Florida.
SECTION 28, TOWNSHIP 18 SOUTH, RANGE 19 EAST

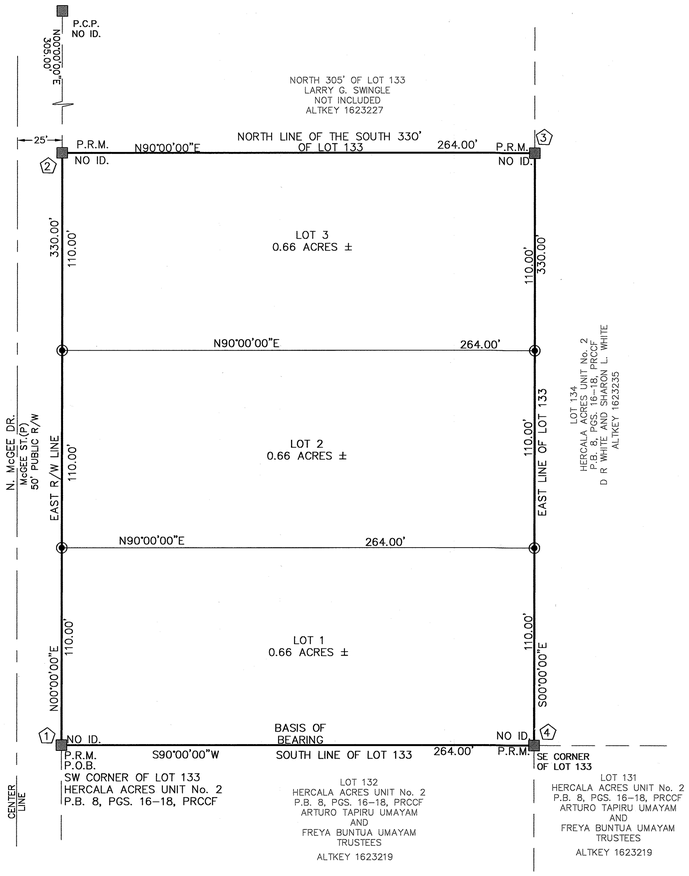
LEGAL DESCRIPTION:

Begin at the SW corner of Lot 133, HERCALA ACRES UNIT NO. 2, according to the map or plat thereof as described in Plat Book 8, Pages 16 through 18, inclusive, of the Public Record' of Citrus County, Florida, said point also being on the East right-of-way line of N. McGEE DR. (McGEE ST. a 50 foot wide road per said plat); thence N 00°00'00" E along the West line of said Lot 133 and the East right-of-way line of said N. McGEE DR., 330.00 feet to the North line of the South 330 feet of said Lot 133; thence N 90°00'00" E along said North line, 264.00 feet to the East line of said Lot 133; thence S 00°00'00" E along the East line of said Lot 133, 330.00 feet to the SE corner of said Lot 133; thence S 90°00'00" W along the South line of said Lot 133, 264.00 feet to the POINT OF BEGINNING. Containing 2.0 acres more or less.

STATE PLANE COORDINATE VALUES		
NO.	NORTH	EAST
1	1656972.442	524046.007
2	1657302.441	524046.671
3	1657301.910	524310.670
4	1656971.911	524310.007

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

PLAT



APPROVAL OF OFFICIALS:

BY: _____ COUNTY ENGINEER

BY: _____ DIRECTOR OF PUBLIC WORKS

BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH

BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:

BY: _____ DATE: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

SURVEYOR'S NOTES:
1. BEARINGS SHOWN ARE BASED ON THE PLAT OF HERCALA ACRES UNIT NO. 2 WITH THE BEARING OF S 90°00'00" W ALONG THE SOUTH LINE OF LOT 1.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C 0218D, DATED SEPTEMBER 26, 2014, THIS PROPERTY LIES IN FLOOD ZONE X UNSHADED (LESS THAN 0.2% CHANCE OF FLOOD HAZARD) ACCORDING TO FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY).
3. THIS PROJECT WILL BE SERVICED BY PRIVATE WELL AND SEPTIC SYSTEMS. IF FUTURE CENTRAL WATER AND/OR SEWER BECOME AVAILABLE THIS PROJECT IS REQUIRED TO CONNECT WITHIN 365 DAYS OF NOTIFICATION.
4. HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES WEST ZONE AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1999.
5. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
6. NO NEW STREETS, EASEMENTS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.

COUNTY COMMISSION'S APPROVAL:
THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY: _____ BY: _____
FOR ANGELA VICK — CLERK OF THE CIRCUIT COURT
SCOTT E. CARNAHAN — CHAIRMAN OF THE BOARD

CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACTHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES., AND THAT SAID PLAT HAS BEEN FILED IN PLAT BOOK _____, PAGES _____ AND _____, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____, ON _____ , 2021, FILE NO. _____

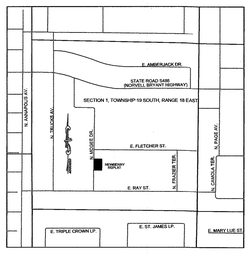
BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF SURVEYOR AND MAPPER:
I HEREBY CERTIFY THAT THIS PLAT OF "NEWBERRY REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE IN PLACE AS OF THE 21th DAY OF October 2021, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

BY: William S Higgins DATE: 11-23-21
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314

LEGEND:
- (FC4) FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- SET IRON ROD & CAP (LB 7314)
- (F) FIELD MEASURED
- (LB) LICENSED BUSINESS
- (P.R.M.) PERMANENT REFERENCE MONUMENT
- (P.R.C.C.F.) PUBLIC RECORDS CITRUS COUNTY FLORIDA
- (PG(S).) PAGE(S)
- (R/W) RIGHT OF WAY
- (MOL)(±) MORE OR LESS
- (SEC.) SECTION
- (TWP.) TOWNSHIP
- (RNG.) RANGE
- (P.B.) PLAT BOOK
- (ALTKEY) ALTERNATE KEY NUMBER
- (P) PLAT OF HERCALA ACRES UNIT NO. 2
- (P.O.B.) POINT OF BEGINNING
- (4) STATE PLANE COORDINATE NUMBER
- (P.C.P.) PERMANENT CONTROL POINT
- (NO ID.) NO IDENTIFICATION



LOCATION MAP
NOT TO SCALE
SECTION 28, TOWNSHIP 18 SOUTH, RANGE 19 EAST
CITRUS COUNTY, FLORIDA

PREPARED BY :
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
9469 W. GREEN BAY LANE
CRYSTAL RIVER, FLORIDA 34428
PH: 352.563.1252 FAX: 352.563.1253

OWNERS DEDICATION:
KNOW ALL MEN BY THESE PRESENTS, PHILLIP NEWBERRY, VICTORIA NEWBERRY, BOB MEDDERS, DEBORAH MEDDERS AND CONNIE BANEY ARE THE OWNERS IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA,HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "NEWBERRY REPLAT" AND THAT NO NEW ROADS OR EASEMENTS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT. CITRUS COUNTY, FLORIDA SHALL HAVE A NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, AND THROUGH, AND THE NON-EXCLUSIVE RIGHT TO USE SAID ROADWAY AND ALL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES, UTILITIES, AND PURPOSES INCIDENTAL THERETO, AS WELL AS THE INGRESS AND EGRESS FOR THE PURPOSES OF PROVIDING EMERGENCY, FIRE, MEDICAL, AND SIMILAR SERVICES.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS 23rd DAY OF NOVEMBER 2021

BY: Phillip Newberry
PHILLIP NEWBERRY
Phillip Newberry
PRINTED NAME

ATTEST: Deborah Medders
Deborah Medders
PRINTED NAME

ATTEST: Victoria Newberry
Victoria Newberry
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF CITRUS
ARMAND DAMESIMO, JR. MY COMMISSION # GG 929949 EXPIRES: November 6, 2023 Bonded Thru Notary Public Underwriters
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF NOVEMBER 2021, BY PHILLIP NEWBERRY, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 11/23/2021
SIGNED : Armand Damesimo
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 06-NOV-2023
COMMISSION NO.: GG929949

BY: Victoria Newberry
VICTORIA NEWBERRY
Victoria Newberry
PRINTED NAME

ATTEST: Phillip Newberry
Phillip Newberry
PRINTED NAME

ATTEST: Deborah Medders
Deborah Medders
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF CITRUS
ARMAND DAMESIMO, JR. MY COMMISSION # GG 929949 EXPIRES: November 6, 2023 Bonded Thru Notary Public Underwriters
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF NOVEMBER 2021, BY VICTORIA NEWBERRY, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FLORIDA DRIVERS LICENSE + IHC CARD AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 11/23/2021
SIGNED : Armand Damesimo
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 06-NOV-2023
COMMISSION NO.: GG929949

BY: Bob Medders
BOB MEDDERS
Bob Medders
PRINTED NAME

ATTEST: Phillip Newberry
Phillip Newberry
PRINTED NAME

ATTEST: Victoria Newberry
Victoria Newberry
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF CITRUS
ARMAND DAMESIMO, JR. MY COMMISSION # GG 929949 EXPIRES: November 6, 2023 Bonded Thru Notary Public Underwriters
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF NOVEMBER 2021, BY BOB MEDDERS, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 11/23/2021
SIGNED : Armand Damesimo
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 06-NOV-2023
COMMISSION NO.: GG929949

BY: Deborah Medders
DEBORAH MEDDERS
Deborah Medders
PRINTED NAME

ATTEST: Phillip Newberry
Phillip Newberry
PRINTED NAME

ATTEST: Victoria Newberry
Victoria Newberry
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF CITRUS
ARMAND DAMESIMO, JR. MY COMMISSION # GG 929949 EXPIRES: November 6, 2023 Bonded Thru Notary Public Underwriters
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF NOVEMBER 2021, BY DEBORAH MEDDERS, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 11/23/2021
SIGNED : Armand Damesimo
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 06-NOV-2023
COMMISSION NO.: GG929949

BY: Connie Baney
CONNIE BANEY
Connie Baney
PRINTED NAME

ATTEST: Phillip Newberry
Phillip Newberry
PRINTED NAME

ATTEST: Victoria Newberry
Victoria Newberry
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF CITRUS
ARMAND DAMESIMO, JR. MY COMMISSION # GG 929949 EXPIRES: November 6, 2023 Bonded Thru Notary Public Underwriters
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF NOVEMBER 2021, BY CONNIE BANEY, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 11/23/2021
SIGNED : Armand Damesimo
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 06-NOV-2023
COMMISSION NO.: GG929949

ABSTRACTOR'S CERTIFICATE:
I HEREBY CERTIFY THAT PHILLIP NEWBERRY, VICTORIA NEWBERRY, BOB MEDDERS, DEBORAH MEDDERS AND CONNIE BANEY ARE THE OWNERS OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS, AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD OTHER THAN AS SHOWN AND THAT THERE ARE NO ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING SAID LANDS.

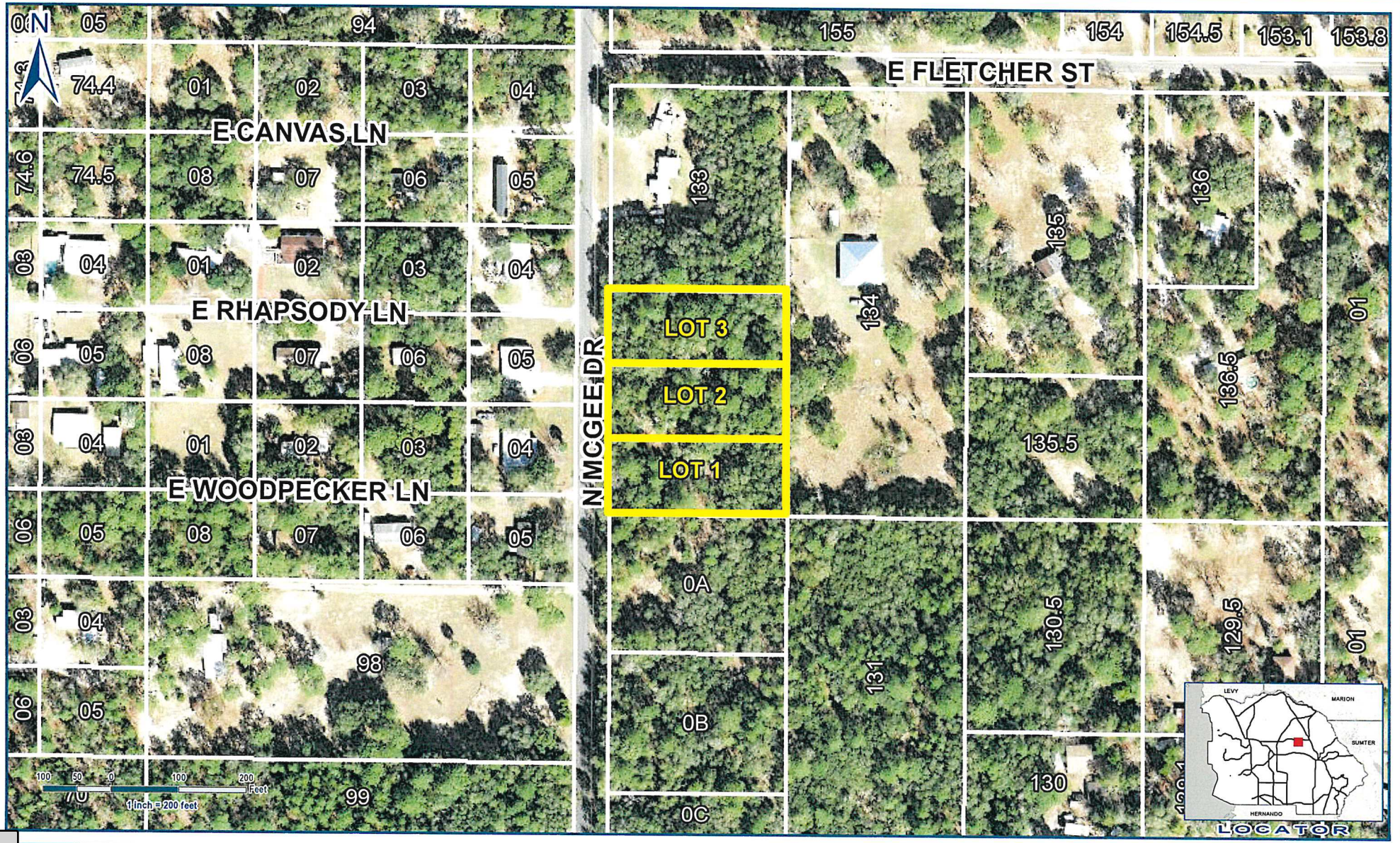
BY: _____ DATE: 12-10-2021
Lori Ann Dien
PRINTED NAME
COMPANY: Title USA, LLC.

COUNTY SURVEYOR'S APPROVAL:
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EMPLOYED BY CITRUS COUNTY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

_____ DATE SIGNED: _____
MARK T. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

PLAT BOOK _____ PAGE _____

Attachment: mylar scan (19744 : PLT-21-20 Newberry Replat)



Legend

PLT-21-20

NEWBERRY REPLAT
PLT-21-20
SEC 28 TWN 18S RNG 19E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: December 13, 2021
Source: Enterprise Geodatabase
Map Number: SO001227

Cynthia P. Skelhorn
Director

The information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of the information and the viewing, copying, or distributing of these materials.

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Partial Release of Lien
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Citrus County has a lien against properties owned by Tarpon IV LLC as the result of an unabated code violation on a property owned by Tarpon IV LLC. The lien has been paid in full through surplus proceeds of tax deed sales. Tarpon IV LLC owned the property located at 3078 W. Fairbank Drive, Citrus Springs, Florida. It is not the property upon which the unabated violation exists. The current owner of the 3078 W. Fairbank Drive property, Underwood Residential GC LLC, has requested that the Board consider releasing this property from the lien.

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 a Partial Release of Lien, releasing the property located at 3078 W. Fairbank Drive, Citrus Springs, Florida, from the lien resulting from the Tarpon IV LLC unabated code violation on a separate property.

PARTIAL RELEASE OF LIEN

STATE OF FLORIDA)
COUNTY OF CITRUS)

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen Jr., who is personally known to me, who after being duly sworn states as follows:

1. I am the Chairman of the Citrus County Board of County Commissioners.

2. A First Order Imposing Fine in the amount of **$1,873.06** was recorded on **June 15, 2017 in BK 2835 PG 447 (Case No. 203423)** by Citrus County Code Compliance on real property described Alt Key 2490535; N 330 FT OF E 660 FT OF SE1/4 OF NW1/4 SEC 2/17/18 DESC IN OR BK 1323 PG 878 in the public records of Citrus County, a political subdivision of the State of Florida.

3. The recording of the First Order Imposing Fine described above created a lien against all real and personal property owned by Tarpon IV LLC, including its interest in real property known as Altkey: 1348781; CITRUS SPGS UNIT 9 PB 6 PG 61 LOT 16 BLK 633; Parcel ID: 18E17S100090 06330 0160.

4. The County hereby releases that real property known as Altkey: 1348781; CITRUS SPGS UNIT 9 PB 6 PG 61 LOT 16 BLK 633; Parcel ID: 18E17S100090 06330 0160, from the lien that has attached to Tarpon IV LLC's interest in said property.

5. The lien will remain attached to all other real or personal property owned by Tarpon IV LLC.

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Ronald E. Kitchen Jr.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2022, by Ronald E. Kitchen Jr., Chairman, Citrus County Board of County Commissioners, who is personally known to me.

_____
Notary Public – State of Florida
Printed Name: _____
Commission No.: _____
Expiration Date: _____

Attachment: Tarpon IV Partial Release (19768 : Partial Release of Lien)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Local Mitigation Strategy Annual Update
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Florida Administrative Code 27P-22.004 requires counties participating in the Hazard Mitigation Grant Program (HMGP) to provide annual updates, no later than the last working day of January of each year, to include a current list of Working Group members along with the Current Chairperson and Vice-Chairperson, changes to the project priority list and changes to the repetitive loss list. The Local Mitigation Strategy (LMS) is a plan developed by the county to reduce and/ or eliminate the risks associated with natural and man-made disasters. The HMGP, a federally funded program by the Federal Emergency Management Agency (FEMA), is designed to help fund mitigation measures to protect public and private property.

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:

Approve and transmit the Local Mitigation Strategy Plan and Working Group Annual Update to the Florida Division of Emergency Management as specified in Florida Administrative Code 27P-22.004.

Board of County Commissioners
Department of Public Works
Facilities Management Division
P.O. Box 143
Lecanto, Florida 34461
(352) 527-7600 · Fax (352) 527-7603

December 13, 2021

Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Local Mitigation Strategy Plan and Working Group Annual Update

To whom it may concern:

In compliance with the requirements of Florida Administrative Code 27-P-22.004, please accept this correspondence as formal submittal of our annual update of the Local Mitigation Strategy (LMS) Plan and working group for Citrus County Florida.

Enclosed is the current list of members of the Citrus County LMS Working Group and the current list of mitigation measures (Table 4-5: Citrus County Action Plan). Also enclosed is the FEMA transmittal sheet on Repetitive Loss with Repetitive Loss County Map as well as the completed Annual Compliance Form.

If you should have any questions or need additional information, please do not hesitate to contact our County Liaison, Carlton Hall, at 352-527-7600.

Sincerely,

Amanda F. Woodward, Chair
Citrus County LMS Working Group

AW/ch
Enclosures

CC: Ronald E. Kitchen Jr., Chairman, Citrus County Board of County Commissioners
Randall Olney, P.E.W., Director, Citrus County Department of Public Works
LMS Working Group Members

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

December 1, 2021

MEMORANDUM

TO: County Director of Emergency Management
Local Mitigation Strategy Working Group Chair/Coordinator

FROM: Miles E. Anderson, Mitigation Bureau Chief
State Hazard Mitigation Officer
Florida Division of Emergency Management

SUBJECT: Annual request for update, per 27P-22.004(4)(e) Florida Administrative Code

The purpose of this memo is to remind the Local Mitigation Strategy (LMS) Chairperson of the Florida Administrative Code 27P-22.004, which requires an annual update of information regarding the LMS plan and working group.

Please provide the following materials:

- Current list of members of the LMS working group, identifying current chairperson, vice chairperson, and/or coordinator (and contact information for each including email, phone, and mailing address)
- Documentation showing that within the preceding year the county has issued a written invitation to each municipality to participate in the LMS working group
- Current list of mitigation measures, associated funding sources, and their estimated costs (also referred to as action item list, mitigation initiatives, or prioritized project list)
- Major changes (if applicable) to the local hazard assessment, critical facilities list, repetitive properties list, or plan maps occurring in the last year

The Florida Administrative Code 27P-22.004 is enclosed for your reference. Please note that this is not a request for your 5-year plan update.

Please email this updated information by the last working weekday of January 2022 (Monday, January 31, 2022) to MitigationPlanning@em.myflorida.com. Or you may mail your documents to the following address:

Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Upon submittal, our office will issue a letter of compliance. If your county does not submit the annual update information by the deadline, our office will issue a non-compliance letter on the first working day of February.

Please contact your LMS Liaison with any questions. Thank you in advance for your cooperation.

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Florida Administrative Code 27P-22.004
Annual Compliance Form

County	CITRUS
	Reference: FAC 27P-22. 004 (4)(a)
Chair	
Name:	Amanda Woodward
Jurisdiction & Title:	Citrus County Sheriff's Office, Citrus County Emergency Management Director
Address:	3549 Saunders Way Lecanto, FL 34461-7108
Phone (o):	352-249-2700
Phone (c):	
Email:	awoodward@sheriffcitrus.org
Vice Chair (if applicable)	
Name:	Randall Olney
Jurisdiction & Title:	Citrus County BOCC, Public Works Director
Address:	3600 W. Sovereign Path, Suite 212 Lecanto, FL 34461
Phone (o):	352-527-5465
Phone (c):	
Email:	randall.olney@citrusbocc.com
EM Coordinator (if applicable)	
Name:	
Jurisdiction & Title:	
Address:	
Phone (o):	
Phone (c):	
Email:	

Was your LMS submitted to the State for review within the last 6 months? ☐ **Yes** ☒ **No**

If your LMS was submitted in the past 6 months, have there been any changes since the plan was submitted?
☐ **Yes** ☐ **No** ☐ **N/A**
If Yes or N/A, please complete the following document.
If No, your 27P-22.004 annual update is complete.

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Florida Administrative Code 27P-22.004
Annual Compliance Form

1. LMS Working Group

Submit the LMS-WG List including contact information.	☒ Attached
Reference: FAC 27P-22. 004 (4)(a)	
Comments: See attached Citrus County Local Strategy Working Group document.	

2. LMS Working Group Participation Invites

Provide documentation to show that within the preceding year the county has issued a written invitation to each municipality to participate in the LMS-WG.	☒ Attached
Reference: FAC 27P-22. 004 (4)(3)	
Comments: Please see attached.	

3. Hazard Analysis Change

Are there any new or removed hazards?	☐ Yes
Reference: FAC 27P-22. 004 (4)(e)(1)	☒ No
Comments:	
	If Yes, attach the LMS sections that have been updated.

4. Project Priority List

Include a list of projects in order of priority with associated funding sources and estimated costs. TBD for estimated costs is not sufficient.	☒ Attached
Reference: FAC 27P-22. 004(e)(2) & FAC 27P-22. 005(7)	
Comments: Please see attached.	

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Florida Administrative Code 27P-22.004
Annual Compliance Form

5. **Critical Facilities List**

Have there been any changes to the critical facilities list within the past year?	☐ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(3)	■ **No**
Comments:	
	If Yes, attach the updated list.

6. **Repetitive Loss Properties List**

Have there been any additions or removals to the repetitive loss properties in any of your jurisdictions within the past year?	☐ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(4)	■ **No**
Comments:	
	If yes, attach the updated list.

7. **Revisions to Maps**

Were there any changes to maps included in the LMS within the past year?	☐ **Yes**
Reference: FAC 27P-22. 004 (4)(e)(5)	■ **No**
Comments:	
	If yes, attach the updated map(s).

Please email this updated information by the last working weekday of January 2022 (Monday, January 31, 2022) to MitigationPlanning@em.myflorida.com. Or you may mail your documents to the following address:

Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Please contact your LMS liaison with any questions. Thank you in advance for your cooperation.

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Citrus County Local Mitigation Strategy Working Group

Chair Amanda Woodward CCSO, Division of Emergency Operations Director 3549 Saunders Way Lecanto FL 34461 352-249-2703 awoodward@sheriffcitrus.org	**Vice Chair** Randall Olney Department of Public Works Director 3600 W. Sovereign Path, Suite 212 Lecanto, FL 34461 352-527-5465 randall.olney@citrusbocc.com lisa.townsend@citrusbocc.com
Recording Secretary Stephanie Struble Facilities Management Administrative Coordinator 1300 S. Lecanto Highway Lecanto, FL 34461 stephanie.struble@citrusbocc.com	**County Liaison** Carlton Hall Facilities Management Director 1300 S. Lecanto Highway Lecanto, FL 34461 352-527-7654 carlton.hall@citrusbocc.com
CITRUS COUNTY GOVERNMENT CONTACTS	
Carl Jones, Director Building Division Growth Management 3600 W Sovereign Path, Suite 111 Lecanto FL 34461 352-527-5320 carl.jones@citrusbocc.com	Larry Brock, Assistant Public Works Director Department of Public Works 3600 W Sovereign Path, Suite 212 Lecanto FL 34461 352-527-5477 larry.brock@citrusbocc.com
Ken Cheek, Director Water Resources Department 3600 W Sovereign Path, Suite 201 Lecanto FL 34461 352-527-7646 ken.cheek@citrusbocc.com julie.canada@citrusbocc.com	Brian Kauffman, Director Engineering Division 3600 W Sovereign Path, Suite 241 Lecanto FL 34461 352-527-5446 brian.kauffman@citrusbocc.com gina.eason@citrusbocc.com
Mariselle Rodriguez Director Community Services 2804 W Marc Knighton Ct Lecanto FL 34461 352-527-5902 Mariselle.Rodriguez@citrusbocc.com lisette.serrano@citrusbocc.com	Karla Grzeca, Flood Management Specialist Building Division Growth Management 3600 W Sovereign Path, Suite 111 Lecanto FL 34461 352-527-5264 karla.grzeca@citrucbocc.com
Craig Stevens, Fire Chief 3600 W. Sovereign Path, Suite141 Lecanto FL 34461 352-527-7692 craig.stevens@citrusbocc.com	

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

CITRUS COUNTY GOVERNMENT CONTACTS continued	
Gary Loggins, Operations Division Director Water Resources Department Utilities Division 3600 W. Sovereign Path, Suite 291 Lecanto, FL 34461 352-527-7653 Gary.loggins@citrusbocc.com	Devon Villareal-Dabbs Utilities Compliance Manager Department of Water Resources 3600 W. Sovereign Path, Suite 291 Lecanto, FL 34461 352-527-5427 Devon.villareal@citrusbocc.com
CITRUS COUNTY SHERIFF CONTACTS	
Amanda Woodward CCSO, Division of Emergency Operations Director 3549 Saunders Way Lecanto FL 34461 352-249-2703 awoodward@sheriffcitrus.org	
CITRUS COUNTY – OTHER AGENCY CONTACTS	
Glenn Bryant, Environmental Manager Environmental Health Section 3650 W Sovereign Path Lecanto FL 34461 352-527-5307 glenn.bryant@flhealth.gov	Chuck Dixon, AICP, Director Planning and Growth Management Citrus County Schools 2575 S. Panther Pride Drive Lecanto, FL 34461 352-746-3960 Cell 352-400-1368 dixonc@citrus.k12.fl.us
Craig Stevens, Fire Chief Fire Rescue EMS 3600 W. Sovereign Path, Suite141 Lecanto FL 34461 352-527-7692 craig.stevens@citrusbocc.com	Tonya Caldwell, Chief Deputy PA Citrus County Property Appraiser 210 N. Apopka Avenue, Suite 200 Inverness, FL 34450 352-341-6600 tcaldwell@citruspa.org pworley@citruspa.org
CITY OF CRYSTAL RIVER CONTACTS	
Brian Herrmann, Director Planning & Community Development Services 123 NW Highway 19 Crystal River FL 34428 352-795-4216, ext. 308 BHerrmann@crystalriverfl.org	Joe Meek, Mayor City of Crystal River 123 NW Highway 19 Crystal River FL 34428 352-795-4216, ext. 302 jmeek@crystalriverfl.org

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

CITY OF CRYSTAL RIVER CONTACTS continued	
Ken Frink, City Manager City of Crystal River 123 NW Highway 19 Crystal River FL 34428 352-795-4216 ext. 302 kfrink@crystalriverfl.org	Brown Jack Dumas Assistant City Manager City of Crystal River 123 NW Highway 19 Crystal River FL 34428 352-795-4216, ext. 305 jdumas@crystalriverfl.org
Beau Keene, Director Public Works City of Crystal River 123 NW Highway 19 Crystal River FL 34428 352-795-4216 ext. 313 lkneip@crystalriverfl.org	
CITY OF INVERNESS CONTACTS	
Greg Rice, Community Development Director City of Inverness 212 W. Main Street Inverness FL 34450 352-726-2611, ext. 1103 grice@inverness.gov	Eric Williams, City Manager City of Inverness 212 W Main Street Inverness FL 34450 352-726-2611, ext. 1002 administration@inverness-fl.gov ewilliams@inverness-fl.gov
Cory Dilmore, Public Works Director City of Inverness 212 W Main Street Inverness FL 34450 352-726-2611, ext. 1502 publicworks@inverness-fl.gov	Susan Jackson, City Clerk City of Inverness 212 W Main Street Inverness FL 34450 352-726-2611, ext. 1007 sjackson@inverness-fl.gov
STATE AGENCY CONTACTS	
Trisha Neasman, AICP, Planning Lead Southwest Florida Water Management District 2379 Broad Street Brooksville FL 34604 352-796-7211, ext. 4407 trisha.neasman@watermatters.org	Robert Esposito, Executive Director Hernando-Citrus Metropolitan Planning Organization (MPO) 1661 Blaise Dr. Brooksville, FL 34601 352-754-4082 roberte@hernandocounty.us
Jason Packard, Forest Area Supervisor For East Hernando & Citrus County Florida Department of Agriculture and Consumer Services Florida Forest Service 15019 Broad Street Brooksville FL 34601 352-797-4131 Jason.Packard@FDACS.gov	Judith Tear, Wildfire Mitigation Specialist/PIO For East Hernando & Citrus County Florida Department of Agriculture and Consumer Services Florida Forest Service 15019 Broad Street Brooksville FL 34601 352-797-4133 judith.tear@freshfromflorida.com

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

STATE AGENCY CONTACTS-continued	
Cara Woods Serra, CFM, AICP Planner Tampa Bay Regional Planning Council 4000 Gateway Centre Blvd., Suite 100 Pinellas Park, FL 33782 727-570-5151, ext. 28 cara@tbrpc.org	
UTILITY COMPANY CONTACTS	
Dorothy T. Pernu Government & Community Relations Manager Duke Energy 4359 SE Maricamp Road Ocala, FL 34480 352-694-8828 Dorothy.pernu@duke-energy.com wendy.smith@duke-energy.com	Michael G. Mangan Account Executive Large Account Management Duke Energy Florida 4359 SE Maricamp Rd., OC11 Ocala, FL 34480 352-694-8802, cell 352-857-7963 Michael.mangan@duke-energy.com
Marlin Sexton Claribel Gonzalez, Secretary Withlacoochee River Electric Cooperative 5330 West Gulf to Lake Highway Lecanto FL 34461 352-795-4382, ext. 4100 msexton@wrec.net cgonzalez@wrec.net	Barry Bowman Sumter Electric Cooperative 610 South US-41 Inverness FL 34450 352-726-3944 barry.bowman@secoenergy.com
Steve Bowler Withlacoochee River Electric Cooperative 5330 West Gulf to Lake Highway Lecanto FL 34461 sbowler@wrec.net	Curtis Roberts Accelerated Decommissioning Partners Crystal River Nuclear Power Plant 202-374-8766 Curtis.roberts@orano.group
INTERESTED PARTIES	
Gerald Brummer 34 Grass Street Homosassa FL 34446 smwcert@gmail.com	Kathy Townsley 9 Chinaberry Circle Homosassa FL 34446 352-503-6031 Townsley_99@yahoo.com
Citrus County Builders Association 1196 S. Lecanto Hwy Lecanto, FL 34461 352-746-9028 cicadagail@earthlink.net	Steve Bowler Withlacoochee River Electric Cooperative 5330 West Gulf to Lake Highway Lecanto FL 34461 sbowler@wrec.net
Gaston Hall Hall Brothers of C.C., Inc. 220 West Deer Trail Lane Lecanto, FL 34461 352-746-7000 hallbros@hallbros.com	Gail Kostelnick Kings Bay Florida Waterfronts Board 2021 NW 13 Street Crystal River FL 34428 cicadagail@earthlink.net

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

LMS PROJECT LIST

Priority #	Action	Funding Sources	Time Frame	Project Facilitator	Responsible Agencies	Hazard Mitigated	Project Status	Cost
	routes during hazard events.							
6	Install standby generators for fire stations 3, 5, 7, 9 13, 14, 18, 20, 24, City of Inverness fire station, and Inverness City Hall, for a total of 11 generators	Local, Federal or Private Funding. Project Funds, Inverness General Funds, Citrus County General Funds	3-5 Years	IFD	Fire Rescue City of Inverness	All Hazards	Ongoing	$250,000 (Fire Rescue) $250,000 (City of Inverness **$500,000 Total**
7	Conduct prescribed burns, roller chopping, and mowing to mitigate wildfires	State Funding	Annual	FFS	Florida Fire Service	Wildfire	Ongoing	$65,000/year
8	Cyber Incident Training provided on a quarterly basis by the Citrus County Sheriff's office available to all city and County employees.	Local, Federal or Private Funding	Ongoing	CCSO	Citrus County Sherriff's Office	Cyber Incident	Ongoing	$2,000/year
9	Generators and ancillary facilities to power the following Citrus County Schools: Ranking as follows: 1) Central Ridge Elementary (hurricane-hardened) 2) Citrus Springs Middle School 3)Withlacoochee Technical Institute 4) Hernando Elementary School 5) Pleasant Grove Elementary School 6) Citrus Springs Elementary School, 7) Floral	Citrus County General Funds	2-4 Years	CCSB	Citrus County School Board, Department of Public Works, Emergency Management	All Hazards	Ongoing	$850,000 Each

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

LMS PROJECT LIST

Priority #	Action	Funding Sources	Time Frame	Project Facilitator	Responsible Agencies	Hazard Mitigated	Project Status	Cost
	City Elementary, 8) Inverness Primary School, 9) Rock Crusher Elementary							
10	County-wide Public Information and Outreach	Local, Federal or Private Funding. Project Funds, Inverness General Funds, Citrus County General Funds, Crystal River General Funds	Ongoing	CCPIO	Emergency Management, Public Information Office, Community Partners	All Hazards	Ongoing	$30,000
11	Reduce the number of repetitive loss properties by reviewing the current FEMA NFIP Repetitive Loss List for Citrus County to identify the correct, updated address and exact location of each individual structure. Using the National Flood Mitigation Data Collection Tool, survey property owners to determine interest and eligibility to pursue mitigation measures and identify the most appropriate mitigation measure for each structure using the priority established. Implement mitigation	Growth Management Block Grant (CDBG) Hazard Mitigation Grant Program (HMGP) Flood Mitigation Assistance (FMA) Project Funds Small Business Administration (SBA) U.S. Army Corps of Engineers Section 205	Reduction caused by Hurricane Hermine Currently being updated.	CCGM	Growth Management City of Crystal River	Flood	Ongoing 19 properties were removed in 2016. Staffing needed to keep up with grants.	$100,000

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

LMS PROJECT LIST

Priority #	Action	Funding Sources	Time Frame	Project Facilitator	Responsible Agencies	Hazard Mitigated	Project Status	Cost
	measures on each individual structure using the established property to mitigation future damage as funding becomes available							
12	Provide protection from increased infiltration into the sanitary sewer system during flood events through the installation of portable bypass pumps and portable generators at the lift stations.	Pre-Disaster Mitigation (PDM); Hazard Mitigation Grant Program (HMGP); Flood Mitigation Assistance (FMA) Project Funds; Crystal River General Funds	2 years	CRPW	City of Crystal River	Flood	In Progress	$2,462,000
13	Hourglass Subdivision Stormwater Retrofit	406 Preventative Mitigation	2 years	CCDPW	BOCC	Flood	Not completed	$2,583,348.20
14	Investigate, update and/or implement new location for the City Hall in the City of Crystal River	Pre-Disaster Mitigation (PDM); Hazard Mitigation Grant Program (HMGP); Crystal River General Funds	2 years	CRAD	City of Crystal River	All Hazards	Ongoing	$15,000,000
15	Convert hard copy storm damage records (including past damages and	Pre-Disaster Mitigation (PDM);	1 – 2 years	CCCO	Records Management	Flood	Ongoing	$150,000

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

LMS PROJECT LIST

Priority #	Action	Funding Sources	Time Frame	Project Facilitator	Responsible Agencies	Hazard Mitigated	Project Status	Cost
	flood depth data) to a database	Hazard Mitigation Grant Program (HMGP) Flood Mitigation Assistance (FMA) Planning and Project Funds; Citrus County General Funds						
16	Purchase or contract services for aerostat, drone or other unmanned aerial data collection.	Local, Federal or Private Funding. Project Funds, Citrus County General Funds	2 years	CCSM	Emergency Management, Department of Systems Management, Engineering/Survey Section	All Hazards	On-Going	$100,000

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Citrus County, Florida Local Mitigation Strategy Working Group
LMS Meeting

Wednesday November 03, 2021, 10:00 AM
Lecanto Government Building, 3600 W. Sovereign Path, Room 280
Lecanto, Florida

SIGN - IN SHEET

NAME (PLEASE PRINT)	AFFILIATION	E-MAIL
CARLTON HALL	BOCC	CARLTON.HALL@CITRUSBOCC.COM
Brian Kauffman	Citrus County BOCC	Brian.Kauffman@citrusbocc.com
BRIAN HERRMANN	CITY OF CRYSTAL RIVER	bherrmann@crystalriverFl.org
Amanda F. Woodward	CCSO Division of Emergency Management	awoodward@sheriff
Randall Olney	Citrus County BOCC	Randall.Olney@citrusbocc.comcitrus.org
Craig Stevens	Citrus County Fire Rescue	Craig.Stevens@CitrusCountyFire.com

Proof of Publication

From the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Eth4ridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the

ROP Ad# : 50015266
Description: 5965-1021 THCRN Notice of Meeting: Citrus County Local Hazard Mitigation Strategy Nov. 3, 2021
Legal Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date(s) of publication: October 21, 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me

This 21st day of October 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Maria A. Parks

Notary Public

NOTARY PUBLIC STATE OF FLORIDA

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

MEETINGS

5965-1021 THCRN

NOTICE OF MEETING

CITRUS COUNTY
LOCAL HAZARD MITIGATION STRATEGY (LMS)
WORKING GROUP

The Citrus County Local Mitigation Strategy (LMS) Working Group has scheduled a meeting as follows:

Date: Wednesday November 3, 2021 at 10:00 AM

Location: Lecanto Government Building - Room 280, 3600 W Sovereign Path, Lecanto, Florida 34461

This meeting is open to the public and all interested parties. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W Sovereign Path, Lecanto FL 34461, or call (352)527-5210, at least two days before the meeting. If you are hearing or speech impaired, please use TDD telephone (352)341-6580.

For more information, contact Growth Management Department at (352) 527-5221.

Published October 21, 2021

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

Citrus County Local Mitigation Strategy Working Group

Wednesday, November 3, 2021 at 10:00 A.M.
Lecanto Government Building, 3600 W. Sovereign Path, Room 280
Lecanto FL 34461

MEETING MINUTES

Present: Chair - Vacant, Vice Chair – Randall Olney, County Liaison - Carlton Hall, Amanda Woodward, Craig Stevens, Brian Kauffman, Brian Herrmann.

I. **Call to Order 9:00 AM** – Meeting called to order by Vice Chair Randall Olney
Vice Chair Randall Olney determined that we had a quorum.

A. Pledge of Allegiance – All
B. Welcome and Introductions – Vice Chair, Randall Olney
C. Public Input – none
D. Staff Announcements –
a. Randall Olney announced Tammy Harris, no longer with Citrus Country Housing Services, was stepping down as Chairperson of LMS.

MOTION:
- Randall Olney nominated Amanda Woodward to be Chair of Citrus County Local Mitigation Strategy Working Group.
- Carlton Hall Seconded the motion.
- Motioned to nominate Tammy Harris as Chair of Citrus County Local Mitigation Strategy Working Group passed by majority vote.

MOTION:
- Randall Olney made a motion to have Amanda Woodward as new Chair sign the Annual Update of the Local Mitigation Strategy (LMS) Plan when ready.
- Carlton Hall Seconded the motion.
- Motioned to have Amanda Woodward as new Chair sign the Annual Update of the Local Mitigation Strategy (LMS) Plan passed by majority vote.

II. Addition Discussion

A. Review Current LMS Working Group
a. Randall Olney indicated the following updates to the LMS Working Group
- Amanda Woodward be added as Chair
- Amanda Woodward be added as Citrus County Sheriff Contact
- Jim Baird be removed as Assistant Building Official, Citrus County
- Greg Rice be added as Community Development Director, City of Inverness
- Cory Dilmore be added as Public Works Director, City of Inverness
- Susan Jackson be added as City Clerk, City of Inverness
- Robert Esposito be added as MPO Executive Director
- Tim Fox be added as Forest Area Supervisor with the Department of Agriculture
- Curtis Roberts to be added as Accelerated Decommissioning Partners, Crystal River Nuclear Power Plant

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

MOTION:

- Randal Olney made a motion to accept the changes made to the LMS Working Group.
- Craig Stevens Seconded the motion.
- Motioned to accept the changes made to the LMS Working Group passed by majority vote.

III. Adjournment

MOTION:

- Brian Kauffman made Motion to adjourn
- Amanda Woodward Seconded the motion
- Motioned to adjournment passed by majority vote.

Attachment: LMSUPDATE (19795 : Local Mitigation Strategy Annual Update)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Surplus Property
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

A governmental unit shall have the 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 disposal shall be recorded in the minutes of the governmental unit (FS 274.01).

ASSET #	ORIG. DEPT.	DESCRIPTION	VIN/SN #
20345	5102	2007 Jeep Liberty	1191

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize staff to sell equipment as listed in the supporting backup material through an online auction service. In the event an item does not sell, authorize staff to dispose of surplus property according to County policy.

Asset Activity Form

☑ Department Transfer ☑ Custodian Change	Current Department: ADMIN. Current Custodian: FDOH CITRUS New Department 8888 New Custodian: AUCTION
☑ Location Change	Current Location: FDOH CITRUS New Location: FLEET Condition: USED
☒ Disposal	**Type:** ☐Obsolete ☐Non-Repairable ☐Recycle ☐Dismantled for Parts ☐Trade-In ☐Repair Not Cost Effective **Method:** ☐Landfill - Solid Waste ☐Landfill – Electronic Recycle ☐Other:
☒ Auction	If not auctioned: ☐Return to Originating Department ☐Dispose
☐Donation To ☐Donation From	Non-Profit Organization/Agency:

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
5102	20345	07 JEEP LIBERTY	1J4GK48KX7W651191	03/07/2007	16,642.00

Comments/Justification:
REPLACE WITH NEW VEHICLE

Initiating Department

Asset Custodian or Division Director Signature — Date: 11-30-21 — Department Director Signature — Date: 11/30/21

Receiving Department (Transfers/Changes/Auctions)

Asset Custodian or Division Director Signature* (Bryce Cobb) — Date: 12-1-21 — Department Director Signature — Date: 12/3/21

** 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: _____

12-8-21 Sent D.THOMAS COPY + Emailed BOCC ASSETS

Attachment: Asset 20345 (19747 : Surplus Property)

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Records Disposition
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

In accordance with the General Records Schedules published by the Florida Department of State, Division of Library and Information Services, the attached Records Disposition documents County public records that have met legal retention

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 following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0406, BOCC-0407, BOCC-0408, BOCC-0409, BOCC-0410

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0406

ADDRESS:

110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:

Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:

I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Michael Sherman 12/22/21

BOCC Dept. Director or Designee Signature Date

Michael Sherman · Director

Name and Title

Department

BUILDING DIVISION

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch CRM

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO 12/21/2021

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR. CHAIRMAN Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0406 (19794 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	252	Architectural/Building Plans: Residential	10 Anniversary Yr(s)	01/01/2006	12/31/2006	0.1

2006 RESIDENTIAL NON-FLOOD PERMIT FILES & PLANS: 9,739 FILES

Total CF 0.1

Attachment: BOCC-0406 (19794 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0407

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Michael Sherman 12/22/21

BOCC Dept. Director or Designee Signature Date

Michael Sherman Director

Name and Title

Department

BUILDING DIVISION

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO 12/21/2021

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR. CHAIRMAN Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0407 (19794 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	252	Architectural/Building Plans: Residential	10 Anniversary Yr(s)	01/01/2007	12/31/2007	0.1
					Total CF	0.1

2007 RESIDENTIAL NON-FLOOD PERMIT FILES & PLANS: 7,843 FILES

Attachment: BOCC-0407 (19794 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0408

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Michael Sherman 12/22/21

BOCC Dept. Director or Designee Signature Date

Michael Sherman Director

Name and Title

Department

BUILDING DIVISION

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO 12/21/2021

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR., CHAIRMAN Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0408 (19794 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	252	Architectural/Building Plans: Residential	10 Anniversary Yr(s)	01/01/2008	12/31/2008	0.1
					Total CF	0.1

2008 RESIDENTIAL NON-FLOOD PERMIT FILES & PLANS: 5,602 FILES

Attachment: BOCC-0408 (19794 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0409

ADDRESS:

110 N Apopka Avenue, Inverness, Florida 34450

SUBMITTED BY:

I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Michael Sheerman 12/22/21

BOCC Dept. Director or Designee Signature Date

Michael Sheerman Director

Name and Title

Department

BUILDING DIVISION

CONTACT:

Nancy Jo Kinch, CRM, Records Manager & RMLO

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO 12/21/2021

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR., CHAIRMAN Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0409 (19794 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	252	Architectural/Building Plans: Residential	10 Anniversary Yr(s)	01/01/2009	12/31/2009	0.1
					Total CF	0.1

2009 RESIDENTIAL NON-FLOOD PERMIT FILES & PLANS: 5,201 FILES

Attachment: BOCC-0409 (19794 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0410

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Michael Sherman 12/22/21

BOCC Dept. Director or Designee Signature Date

Michael Sherman Director

Name and Title

Department

BUILDING DIVISION

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO 12/21/2021

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR, CHAIRMAN Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0410 (19794 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	252	Architectural/Building Plans: Residential	10 Anniversary Yr(s)	01/01/2010	12/31/2010	0.1
					Total CF	0.1

2010 RESIDENTIAL NON-FLOOD PERMIT FILES & PLANS: 4,975 FILES

Attachment: BOCC-0410 (19794 : Records Disposition)

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Records Disposition
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

In accordance with the General Records Schedules published by the Florida Department of State, Division of Library and Information Services, the attached Records Disposition documents County public records that have met legal retention.

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 following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0411, BOCC-0412, BOCC-0413

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0411

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

12/23/2021

BOCC Dept. Director or Designee Signature Date

Name and Title

Department
SYSTEMS MANAGEMENT

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

RMLO Signature Date
Nancy Jo Kinch, CRM, Records Manager & RMLO 12/22/21

DISPOSAL AUTHORIZATION

Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR. Chairman Date
Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO
Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0411 (19796 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	01/01/2020	01/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	03/01/2020	03/31/2020	0.0
1	2	Administrative Convenience Records	0 Calendar OSA	02/01/2020	02/29/2020	0.0
					Total CF	0.0

EBRIDGE BACKUP DVDS - JANUARY - MARCH 2020

Attachment: BOCC-0411 (19796 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0412

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

12/23/2021

BOCC Dept. Director or Designee Signature Date

Name and Title

Department
SYSTEMS MANAGEMENT

NOTICE OF INTENTION
The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

RMLO Signature Date
Nancy Jo Kinch, CRM, Records Manager & RMLO 12/22/21

DISPOSAL AUTHORIZATION
Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KITCHEN, JR. CHAIRMAN Date
Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION
All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO
Name and Title

Witness Name
NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0412 (19796 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	338	Correspondence and Memoranda: Program an	5 Fiscal/Audit Yr(s)	01/01/2011	12/31/2011	0.0
					Total CF	0.0

2011 GWARCHIVE EMAILS: 165 GB, 4,185,513 files; 1,490,065 folders.

CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT Item #338:
CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE Item #17:
TRANSITORY MESSAGES Item #146

Attachment: BOCC-0412 (19796 : Records Disposition)

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0413

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

12/23/2024

BOCC Dept. Director or Designee Signature Date

Name and Title

Department
SYSTEMS MANAGEMENT

NOTICE OF INTENTION
The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM

RMLO Signature Date
Nancy Jo Kinch, CRM, Records Manager & RMLO 12/22/24

DISPOSAL AUTHORIZATION
Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

RONALD E. KINCHEN, JR. CHAIRMAN Date
Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION
All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO
Name and Title

Witness Name
NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0413 (19796 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
1	391	Computer Logs	30 Calendar Days	01/01/2020	12/31/2020	0.0
					Total CF	0.0

TELEPHONE CALL RECORDS LOGS CALENDAR YEAR 2020 ANNUAL DISPOSITION: TELEPHONE CALL RECORD LOGS AGE OFF EVERY 30 DAYS

Attachment: BOCC-0413 (19796 : Records Disposition)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Water and Wastewater Services
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Delinquent utility accounts for water and/or wastewater that has liens placed on the owner's property. 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 Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Milomara International, Joseph Fasbach, Amanda Hoffman, Simon Maggaddino (2) and Edward Shaughnessy.

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 2709 Page 1760 on the 27th day of August 2015 in the sum of $ 150.00 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 27th day of August 2015, against the following described real property:

51 Village Center Dr
18E20S130020 01510 0060
SUGARMILL WOODS OAK VLG PB 10 PG 10 LOT 6 BLK
AK 2140062

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Milomara International and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____
Angela Vick, Clerk

BY: _____
Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs - Milomara International - 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3018 Page 1773 on the 18th day of Nov 2019 in the sum of $ 146.74 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 18th day of Nov 2019, against the following described real property:

20 Salvia Ct
18E20S130020 01670 0360
SUGARMILL WOODS OAK VLG PB 9 PG 86 LOT 36 BLK 167
AK 2168587

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Joseph Fasbach and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____

Angela Vick, Clerk

BY: _____

Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs -Fasbach- 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and Wastewater Services)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3086 Page 1749 on the 27th day of August 2020 in the sum of $ 82.72 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 27th day of August 2020, against the following described real property:

4998 S Deep Water Point
16E19S250010 00030 0060
RIVERHAVEN VLG PB 9 PG 31 LOT 6 BLK 3
AK 1937850

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Amanda Hoffman and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____

Angela Vick, Clerk

BY: _____

Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs -Hoffman - 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and Wastewater Services)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3086 Page 1749 on the 27th day of August 2020 in the sum of $ 161.04 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 27th day of August 2020, against the following described real property:

5 Village Center Dr
18E20S130020 01540 0070
SUGARMILL WOODS OAK VLG PB 10 PG 10 LOT 7 BLK 154
AK 2146133

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Simon Magaddino and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____

Angela Vick, Clerk

BY: _____

Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs -Magaddino - 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and Wastewater Services)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3113 Page 1695 on the 3rd day of Dec 2020 in the sum of $ 161.04 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 3rd day of December, against the following described real property:

5 Village Center Dr
18E20S130020 01540 0070
SUGARMILL WOODS OAK VLG PB 10 PG 10 LOT 7 BLK 154
AK 2146133

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Simon Magaddino and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____

Angela Vick, Clerk

BY: _____

Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs -Magaddino2 - 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and Wastewater Services)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 2246 Page 2277 on the 10th day of Oct 2008 in the sum of $ 71.15 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 3rd day of December, against the following described real property:

3 Sycamore Ct N
18E20S130010 01320 0200
SUGARMILL WOODS CYPRESS VLG PB 9 PG 86 LOT 20 BLK 132
AK 2146133

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Edward Shaughnessy and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____
Angela Vick, Clerk

BY: _____
Chairman: Ronald E Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Ronald E Kitchen, Jr., 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
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs -Shaughnessy - 1-18-2022 [Revision 1] (19772 : Release of Lien - Water and Wastewater

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Connection Fee Lien Agreement
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Connection Charge Installment Lien Agreement recorded in: Official Record Book 3050 Page 1936 through page 1939 inclusive, in the name David Iwaniec, Official Record Book 2959 Page 130 through page 133 inclusive, in the name Marshall & Susan Davis, Official Record Book 3224 Page 1722 through page 1725 inclusive, in the name Henry Ford Sr., Henry Ford Jr., & Tracy K Bunch. 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: David Iwaniec, Marshall & Susan Davis, and Henry Ford Sr., Henry Ford Jr., & Tracy K Bunch.

Attachment: RELEASE OF LIEN - Connection Lien Agreement Davis- Jan 18, 2022 (19773 : Release of Lien - Connection Fee Lien Agreement)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen, Jr., who 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 28, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2959 Page 130 through 133, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2959 Page 130 through 133 inclusive:

   Marshall & Susan Davis
   237 S Starlit Pt - Site Address
   Inverness, FL 34428
   237 S Starlit Pt – Mailing Address
   Inverness, FL 34450

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2959 page 130 through 133 inclusive.

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

_____
Chairman: Ronald E Kitchen, Jr

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Ronald E Kitchen, Jr, 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 Ronald E. Kitchen, Jr., who 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 Nov 10, 2021 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3224 Page 1722 through 1725, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3224 Page 1722 through 1725 inclusive:

   Henry Ford Sr., Henry Ford Jr., Tracy K Bunch
   1295 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   1295 S Rock Crusher Rd – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3224 page 1722 through 1725 inclusive.

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

_____
Chairman: Ronald E Kitchen, Jr.

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Ronald E Kitchen, Jr., 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 Ford - Jan 18, 2022 [Revision 1] (19773 : Release of Lien - Connection Fee Lien

Attachment: RELEASE OF LIEN - Connection Lien Agreement Iwaniec- Jan 18, 2022 [Revision 1] (19773 : Release of Lien - Connection Fee Lien

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen, Jr., who 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 April 1, 2020 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3050 Page 1936 through 1939, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3050 Page 1936 through 1939 inclusive:

   David Iwaniec
   10221 W Deepwoods Dr - Site Address
   Crystal River, FL 34428
   10221 W Deepwoods Dr – Mailing Address
   Crystal River, FL 34428

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3050 page 1936 through 1939 inclusive.

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

_____
Chairman: Ronald E Kitchen, Jr.

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Ronald E Kitchen, Jr., 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

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Certified Registered Nurse Anesthetist CRNA
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Proclamation to recognize National CRNA week January 23-29, 2022 in Citrus County, Florida.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the board to proclaim the week of January 23-29, 2022 as Certified Registered Nurse Anesthetist CRNA in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N

NATIONAL CERTIFIED REGISTERED NURSE ANESTHESIA CRNA WEEK

WHEREAS, CRNAs have been providing anesthesia care to patients in the United States for more than 150 years, safely administering more than 50 million anesthetics to patients each year; and

WHEREAS, CRNAs practice in every setting in which anesthesia is delivered traditional hospital surgical suites and obstetrical delivery rooms; critical access hospitals; ambulatory surgical centers; the offices of dentists, podiatrists, ophthalmologists, plastic surgeons, pain management specialists, US military, Public Health Services, and Department of Veterans Affairs Healthcare facilities.

WHEREAS, National CRNA week gives the healthcare community and greater public alike the opportunity to reflect on the heroic work and unique expertise of CRNAs while recognizing the power and resilience of our community.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby designate the week of January 23 – 29, 2022 as National CRNA week in Citrus County Florida.

EXECUTED this 18th day of January 2022

_____

Chairman Ronald E. Kitchen Jr.

Ruthie Davis Schlabach	**Jeff Kinnard D.C.**
Holly L. Davis	**Scott Carnahan**

Attachment: 1-18-22 Proc National CRNA week (19851 : Proclamation Certified Registered Nurse

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Present a Check to the Board of County Commissioners from the Withlacoochee River Electric
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Present a check to the Board of County Commissioners

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Gary Steele, General Manager, Crystal River and Billy E. Brown, Executive VP General Manager, Crystal River will present the Board of County Commissioners a check from the Withlacoochee River Electric Company.

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On June 22, 2021, the Board awarded multiple providers to provide In-Home Health Services to Older Americans. 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.

Support Services (SS) 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

In order to best serve the needs of the clients, multiple providers are needed to provide services.

Staff has received five out of eight Amendments to the Agreement from the Vendors to add services and would like to award the following:

At this time, Staff desires to amend the Agreement with Nature Coast at Home Services, Inc. dba Right at Home Nature Coast, Staff America Health, Inc., and Family Life Care, Inc. to add Homemaker and Personal Care Services to the list of program services provided and modify the fee schedule to include the fee for these services and has been approved by the Granting Agency.

At this time, Staff desires to amend the Agreement with Community Angels, LLC and Viceroy Home Health, LLC to add Homemaker Services to the list of program services provided and modify the fee schedule to include the fee for these services and has been approved by the Granting Agency.

Staff will bring forward the following Amendments to the Agreement to be awarded when received on later dated from Ability Care, Errand Rides & Loving Care.

This is a program completely Grant funded.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance

Community Services – Multiple Grants and Departments

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Nature Coast at Home Services, Inc. dba Right at Home Nature Coast, between Citrus County, Florida and Staff America Health, Inc., and between Citrus County, Florida and Family Life Care, Inc. to add Homemaker and Personal Cares Services to their list of program services and modify the fee schedule to include the fees for these services.

b. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Community Angels, LLC and between Citrus County, Florida and Viceroy Home Health, LLC to add Homemaker Services to their list of program services and modify the fee schedule to include the fees for these 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. P.O. Box 818 100 E. Howard Street 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 Family Life Care, Inc. 555 Wells Road 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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	APU00176-03	02/10/2021	02/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 3,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			APU000176-03	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) 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			APU000176-03 Retro Date: 2/10/07	02/10/2021	02/10/2022	Each Claim Limit Aggregate Limit	$1,000,000 $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 3600 W. Sovereign Path Suite 266 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. AUTHORIZED REPRESENTATIVE Lee Harvard

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Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y 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: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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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ACORD 25 (2016/03)

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Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

Liberty Surplus Insurance Corporation

AMB #: 012078 **NAIC #: 10725** **FEIN #: 043390891**

Administrative Office
175 Berkeley Street
Boston, Massachusetts 02116
United States

Web: www.libertyiu.com
Phone: 617-357-9500
Fax: 617-574-5955
View Additional Address Information

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies
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.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company 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 (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2021
Initial Rating Date:	October 27, 1997

Long-Term Issuer Credit View Definition

Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

The Ohio Casualty Insurance Company

AMB #: 002378 **NAIC #: 24074** **FEIN #: 310396250**

Administrative Office
175 Berkeley Street
Boston, Massachusetts 02116
United States

Web: www.LibertyMutualGroup.com
Phone: 513-603-2400
Fax: 513-603-3179
View Additional Address Information

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies
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.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company 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 (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 29, 2021
Initial Rating Date:	June 30, 1924

Long-Term Issuer Credit View Definition

Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

AMENDMENT NO. 1 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Family Life Care, Inc. (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, Due to clerical errors the unit rates stated in the Agreement are incorrect, therefore County and Provider desire to amend the Agreement to modify the unit rates of payment for services to those rates set forth in "Exhibit B" attached hereto; and

WHEREAS, County and Provider further desire to amend the Agreement to add ADI Services to the list of program services to be provided by Provider and to modify the rates set forth in "Exhibit B" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby modify the fee schedule to be paid to Provider for the provision of services to those fees set forth in Exhibit "B" attached hereto.

3. County and Provider hereby add Homemaker and Personal Care Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto

4. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Sandy Penny
Printed Name of Witness (1)

Signature of Witness (2)

TERESA BRITO
Printed Name of Witness (2)

FAMILY LIFE CARE, INC.

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 29th day of December, 2021, by David B. McMullen as CEO/President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 29th day of December, 2021.

Sharren L. Fields
NOTARY PUBLIC Signature
Printed Name: Sharren L. Fields
Commission No.: _____
Expiration Date: _____

SEAL

SHARREN L. FIELDS
MY COMMISSION # GG 222725
EXPIRES: June 1, 2022
Bonded Thru Notary Public Underwriters

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

EXHIBIT "B"							
RFQ 21-003							
FAMILY LIFE CARE Amendment 1							
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	$17.75	
	2	$18.75	$18.75	$18.75	$18.75	$18.75	
	3	$19.75	$19.75	$19.75	$19.75	$19.75	
Personal Care CCE, HCE, HOPE, IIIB	1	$19.50	$19.50	$19.50	$19.50	$19.50	
	2	$20.50	$20.50	$20.50	$20.50	$20.50	
	3	$21.50	$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	$20.00	$18.00		$18.00
	2	$19.00	$19.00	$21.00	$19.00		$19.00
	3	$20.00	$20.00	$22.00	$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: FLC Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2021

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
Central Ridge Insurers LLC
5018 N Lecanto Hwy
Beverly Hills, FL 34465

CONTACT NAME: Denise Denick
PHONE (A/C, No, Ext): 352-527-0110 FAX (A/C, No): 352-527-0348
E-MAIL ADDRESS: centralridgeins@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Angels LLC
1801 NW US HWY 19, SUITE 585
Crystal River, FL 34428

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[X]	[X]	CPS3401965	05/25/2021	05/25/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	[ ]				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed on 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 BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Denise Denick

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Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

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, LLC One GEICO Blvd Fredericksburg, VA 22412	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CONTINENTAL DIVIDE INSURANCE COMPANY	35939
INSURED COMMUNITY ANGELS, LLC. 3179 W DAFFODIL DR BEVERLY HILLS, FL 34465	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)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS – COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
	☐ ANY AUTO	Y	Y	05APG097738-01	03/19/2021 6:26 PM	03/19/2022 12:01 AM	BODILY INJURY (Per person)	$ N/A
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ N/A
							PIP Limit - $10,000	Covered
	☐ 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	$
	☐							$
								$

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 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	C	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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Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2021

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: Gigi Hunter	
StateFarm Gigi Hunter Insurance Agency State Farm Insurance 20460 E. Pennsylvania Ave Dunnellon, FL. 34432	PHONE (A/C, No, Ext): 352-489-8900	FAX (A/C, No): 352-489-4409
	E-MAIL ADDRESS: Gigi@gigihunterinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Angels LLC
905 N. E. 1st Street
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	$
X	Fidelity Bond			98-BR-C044-6 F	10/04/2021	10/04/2022	Bond Amount	100,000.00

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 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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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1001486 132849.13 04-22-2020

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

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: 6/2/2021 **EXPIRATION DATE:** 6/2/2023

PERSON: ROZINA E BROOKS **EMAIL:** COMMUNITYANGELS0816@GMAIL.COM

FEIN: 813137676

BUSINESS NAME AND ADDRESS:

COMMUNITY ANGELS LLC

1801 NW US HWY 19, SUITE 315

CRYSTAL RIVER, FL 34429

SCOPE OF BUSINESS OR TRADE:

Domestic Workers-
Residences-Full-Time

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 E01320568 QUESTIONS? (850) 413-1609

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

Scottsdale Insurance Company

AMB #: 003292 **NAIC #: 41297** **FEIN #: 311024978**

Mailing Address
One West Nationwide Blvd FRAP Solutions
Columbus, Ohio 43215-2220
United States

Web: www.scottsdaleins.com
Phone: 480-365-4000
Fax: 866-315-1430
View Additional Address Information

AM Best Rating Unit: AMB #: 005987 - Nationwide 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, 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.

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 22, 2021
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit View Definition

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

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
View Additional Address Information

AM Best Rating Unit: AMB #: 018343 - Berkshire Hathaway Homestate 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.

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, 1979

Long-Term Issuer Credit View Definition

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

State Farm Fire and Casualty Company

AMB #: 002477 **NAIC #: 25143** **FEIN #: 370533080**

Domiciliary Address
One State Farm Plaza
Bloomington, Illinois 61710
United States

Web: www.statefarm.com
Phone: 309-766-2311
Fax: 309-766-4655

AM Best Rating Unit: AMB #: 000088 - State Farm 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, 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.

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:	August 13, 2021
Initial Rating Date:	June 30, 1939

Long-Term Issuer Credit View Definition

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

AMENDMENT NO. 1 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Community Angels, LLC (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, County and Provider desire to amend the Agreement to add ADI Services to the list of program services to be provided by Provider and to modify the rates set forth in "Exhibit B" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the forgoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby add Homemaker Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto.

3. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

KERRIE A. FRICK
Printed Name of Witness (1)

Signature of Witness (2)

Phyllis SHERMAN
Printed Name of Witness (2)

COMMUNITY ANGELS, LLC

BY: Rozina Brooks
ROZINA BROOKS, ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of DECEMBER, 2021, by ROZINA BROOKS as ADMINISTRATOR who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 21 day of DECEMBER, 2021.

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

KERRIE A. FRICK
Commission # GG 352730
Expires August 21, 2023
Bonded Thru Budget Notary Services

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

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	$19.00	
	2	$20.00	$20.00	$20.00	$20.00	$20.00	
	3	$21.00	$21.00	$21.00	$21.00	$21.00	
Personal Care CCE, HCE, HOPE, IIIB	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	
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: Community Angel's Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health

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 Manager

Through: Mariselle Rodriquez, Director, Community Services MR

Through: Lynsie Roddenberry, Director, Support Services LR

From: Cindy O'Neill, Accounting Supervisor, Support Services

Subject: Contract Amendment Request

Date: October 13, 2021

We are requesting the following contracts to be amended to add additional services.

We need multiple Providers with these services in order to best serve our clients.

Right at Home – ADI – Homemaker and Personal Care
Viceroy Health Services – ADI – Homemaker
Ability Care – ADI – Homemaker and Personal Care
Errand Rides – ADI – Homemaker and Personal Care
Staff America – ADI – Homemaker and Personal Care
Loving Care – ADI – Homemaker and Personal Care
Community Angels – ADI – Homemaker
Family Life Care – ADI – Homemaker and Personal Care

Please see attached Revised Exhibit "B"'s.

Attachment: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

EXHIBIT "B"							
RFQ 21-003							
RIGHT AT HOME							
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	$ 23.00	
	2	$ 24.00	$ 24.00	$24.00	$ 24.00	$ 24.00	
	3	$ 25.00	$ 25.00	$25.00	$ 25.00	$ 25.00	
Personal Care CCE, HCE, HOPE, IIIB	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 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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

EXHIBIT "B"							
RFQ 21-003							
VICEROY HEALTH 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 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	$ 20.00	
	2	$ 21.00	$ 21.00	$21.00	$ 21.00	$ 21.00	
	3	$ 22.00	$ 22.00	$22.00	$ 22.00	$ 22.00	
Personal Care CCE, HCE, HOPE, IIIB	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	
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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$ 18.00	
	2	$ 19.00	$ 19.00	$19.00	$ 19.00	$ 19.00	
	3	$ 20.00	$ 20.00	$20.00	$ 20.00	$ 20.00	
Personal Care CCE, HCE, HOPE, IIIB	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 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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$ 16.75	
	2	$ 17.75	$ 17.75	$17.75	$ 17.75	$ 17.75	
	3	$ 18.75	$ 18.75	$18.75	$ 18.75	$ 18.75	
Personal Care CCE, HCE, HOPE, IIIB	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	
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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

EXHIBIT "B"							
RFQ 21-003							
STAFF AMERICA 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	$ 22.00	
	2	$ 23.00	$ 23.00	$23.00	$ 23.00	$ 23.00	
	3	$ 24.00	$ 24.00	$24.00	$ 24.00	$ 24.00	
Personal Care CCE, HCE, HOPE, IIIB	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 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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$ 18.75	
	2	$ 19.75	$ 19.75	**$19.75**	$ 19.75	$ 19.75	
	3	$ 20.75	$ 20.75	**$20.75**	$ 20.75	$ 20.75	
Personal Care CCE, HCE, HOPE, IIIB	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 without Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 18.50	$ 18.50	$ 18.50	$ 18.50		$ 18.50
	2	$ 19.50	$ 19.50	$ 19.50	$ 19.50		$ 19.50
	3	$ 20.50	$ 20.50	$ 20.50	$ 20.50		$ 20.50
Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 18.50	$ 18.50	$ 18.50	$ 18.50		$ 18.50
	2	$ 19.50	$ 19.50	$ 19.50	$ 19.50		$ 19.50
	3	$ 20.50	$ 20.50	$ 20.50	$ 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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$ 19.00	
	2	$ 20.00	$ 20.00	$20.00	$ 20.00	$ 20.00	
	3	$ 21.00	$ 21.00	$21.00	$ 21.00	$ 21.00	
Personal Care CCE, HCE, HOPE, IIIB	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	
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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$ 17.75	
	2	$ 18.75	$ 18.75	**$18.75**	$ 18.75	$ 18.75	
	3	$ 19.75	$ 19.75	**$19.75**	$ 19.75	$ 19.75	
Personal Care CCE, HCE, HOPE, IIIB	1	$ 19.50	$ 19.50	**$19.50**	$ 19.50	$ 19.50	
	2	$ 20.50	$ 20.50	**$20.50**	$ 20.50	$ 20.50	
	3	$ 21.50	$ 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: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

Attachment: Agenda Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2021

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:	
insureon Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	PHONE (A/C, No, Ext): (800) 688-1984	FAX (A/C, No): 877-826-9067
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Viceroy Home Health, LLC dba Viceroy Home Services 2945 NE 3rd Street, Suite 203,, Ocala, FL, 34470	INSURER A : Lloyd's of London	15792
	INSURER B : Hanover Insurance Company	22292
	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 ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Yes	Yes	W2B15B200101	4/28/2021	4/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	Yes	Yes	W2B15B200101	4/28/2021	4/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A 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 (Errors and Omissions)			W2B15B200101	4/28/2021	4/28/2022	Occurrence/Aggregate	$1,000,000 / $3,000,000
B	Fidelity Bond 3rd Party BKT			BDJ-H281637-00	6/9/2021	6/9/2022	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	CANCELLATION
Citrus County, Florida 3600 W. Sovereign Path, Ste. 266 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. AUTHORIZED REPRESENTATIVE

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Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2021

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 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: customerservice@biBERK.com
INSURED Vanessa Jacques Viceroy Home Services 2412 SW 20th Ct Ocala, FL 34471	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkshire Hathaway Direct Insurance Company — 10391 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	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC287464	05/15/2021	05/15/2022	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

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida 3600 W. Sovereign Path Ste 266 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. AUTHORIZED REPRESENTATIVE: Patrick Griffin

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Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

Georgette R. Brock

From: VICEROY HOME HEALTH <viceroyhealthservices@gmail.com>
Sent: Thursday, December 30, 2021 8:39 AM
To: Georgette R. Brock
Subject: [EXTERNAL]Re: Waiver of Subrogation Worker's Comp

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Good morning,

I just spoke with the insurance company. They are going to process it. But he assured me that with the holiday tomorrow, it may not be fully processed until monday.

Would that be okay?

On Wed, Dec 29, 2021 at 3:09 PM Georgette R. Brock <Georgette.Brock@citrusbocc.com> wrote:

> Hi Vanessa,
>
> I am trying to schedule the 2 amendments for Board approval and I noticed the Worker's Comp Insurance does not list the Waiver of Subrogation which is required. I contacted your insurance agent and they said the request to have this added has to come through you. Could you please reach out to them and request this? Our agenda deadline is tomorrow so the sooner we can get the revised insurance the better.
>
> Thanks so much for you help.
>
> Sincerely,
>
> *Georgette R. Brock*
>
> Georgette R. Brock, MBA, FCCM, CPPB
>
> Purchasing & Contracts Specialist
>
> Citrus County. Florida
>
> 3600 W Sovereign Path, Ste 266

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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

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.

Based on AM Best's analysis, 051215 - Society of Lloyd's 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)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 21, 2021
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

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
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
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.

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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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
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

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

AMENDMENT NO. 1 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Viceroy Home Health, LLC (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, County and Provider desire to amend the Agreement to add ADI Services to the list of program services to be provided by Provider and to modify the rates set forth in "Exhibit B" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the forgoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby add Homemaker Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto.

3. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

JULIAN SIWISTERRA
Printed Name of Witness (1)

Blanca Fonseca
Signature of Witness (2)

Blanca Fonseca
Printed Name of Witness (2)

VICEROY HOME HEALTH, LLC.

BY: X
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 8th day of December, 2021, by Vanessa Jacques as Owner who is ☐ personally known to me or ☑ who produced Drivers License as identification.

Witness my hand and official seal this 8th day of December, 2021.

NOTARY PUBLIC Signature
Printed Name: Esmirna Caraballo
Commission No.: HH152413
Expiration Date: Aug 15 2025

SEAL

ESMIRNA CARABALLO
Notary Public - State of Florida
Commission # HH 152413
My Comm. Expires Aug 15, 2025
Bonded through National Notary Assn.

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$20.00	
	2	$21.00	$21.00	$21.00	$21.00	$21.00	
	3	$22.00	$22.00	$22.00	$22.00	$22.00	
Personal Care CCE, HCE, HOPE, IIIB	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	
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: Viceroy Support Docs - A1 (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/29/2021

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 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
INSURED Nature Coast at Home Services Inc, DBA: Right at Home Nature Coast 5327 Commercial Way B105 Weeki Wachee FL 34607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hanover Insurance Company 22292 **INSURER B :** Techology Insurance **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21-22 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	RHAH31190901	07/13/2021	07/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual Misconduct	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			RHAH31190901	07/13/2021	07/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired & Non Owned	$ $ $ $ $ 1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHAH31205801	07/13/2021	07/13/2022	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC3896017	07/13/2021	07/13/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional LIability			RHAH31190901	07/13/2021	07/13/2022	Each Occurrence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida 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

Joe Thompson

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Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Dishonesty Bond- BDAH39136801 10/2/21-10/2/22	EEBond		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000			1,000	Flat	

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employment Practices Liability	EPLI		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000			15,000	Flat	

Ref #	Description	Coverage Code	Form No.	Edition Date
	Cyber Liability	CYBER		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
500,000			2,500	Flat	

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

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

OFADTLCV

Copyright 2001, AMS Services, Inc.

Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

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
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
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.

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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

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.com
Phone: 212-220-7120
Fax: 212-220-7130
View Additional Address Information

AM Best Rating Unit: AMB #: 018533 - AmTrust Group
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.

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.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 26, 2021
Initial Rating Date:	December 15, 1997

Long-Term Issuer Credit View Definition

Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

AMENDMENT NO. 1 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Nature Coast at Home Services, Inc. dba Right at Home Nature Coast (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, County and Provider desire to amend the Agreement to add ADI Services to the list of program services to be provided by Provider and to modify the rates set forth in "Exhibit B" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the forgoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby add Homemaker and Personal Care Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto.

3. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

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Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

EXHIBIT "B"							
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	$23.00	
	2	$24.00	$24.00	$24.00	$24.00	$24.00	
	3	$25.00	$25.00	$25.00	$25.00	$25.00	
Personal Care CCE, HCE, HOPE, IIIB	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 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: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

NATURE COAST AT HOME SERVICES, INC.
DBA RIGHT AT HOME NATURE COAST

BY: _____
CHRISTINA BLUM, PRESIDENT

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 4th day of December, 2021, by Christine Mosca as _____ who is ☐ personally known to me or ☑ who produced FL DL as identification.

Witness my hand and official seal this 4th day of December, 2021.

CYNTHIA L WALKER
Commission # GG 222920
Expires September 16, 2022
Bonded Thru Budget Notary Services

NOTARY PUBLIC Signature
Printed Name: Cynthia L. Walker
Commission No.: GG 222920
Expiration Date: 9/16/2022

SEAL

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: Right at Home Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2021

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	CONTACT NAME: Stanislav Shkilnyi
Akker, LLC 2357 Beaver Falls Drive Norcross GA 30071	PHONE (A/C, No, Ext): 912-247-3075 FAX (A/C, No): 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 SW State Rd 200 #5, Ocala FL 34481

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		91MLN00322-211	07/09/2021	07/09/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 3,000,000 $ 200,000 $ 10,000 $ 3,000,000 $ 5,000,000 $ 5,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			91MLN00322-211	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			91CUN05706-211	07/09/2021	07/09/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) 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			91MLN00322-211	07/09/2021	07/09/2022	3,000,000/5,000,000	
A	Employee Practices Liability			91MLN00322-211	07/09/2021	07/09/2022	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: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

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

Blanket Waiver

Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	**Waiver Premium**
All FL Operations	445.00
Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	**Waiver Premium**
All IN Operations	250.00

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. V9WC231012 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

ACORD

ANURSE- OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/17/2021

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:	
561-392-3300 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Dan Bova	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	
INSURED Staff America, Inc. dba Staff America 8960 SW SR 200 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	
	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-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER						PRODUCTS - COMP/OP AGG	$
								$
	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						X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A	X	V9WC231012	05/16/2021	05/16/2022	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)

Division Name: All Vendors.
•Contract ID: RFQ 21-003/RFQ 002-11.
**Michael Arthur Officer Excluded
*A blanket waiver of subrogation is provided under workers' compensation in favor of:Citrus County, Florida.

CERTIFICATE HOLDER

CITRUSC

Citrus County, Florida
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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

Everest National Insurance Company

AMB #: 002799 **NAIC #: 10120** **FEIN #: 222660372**

Administrative Office
Warren Corporate Center 100 Everest Way
Warren, New Jersey 07059
United States

Web: www.everestnational.com
Phone: 908-604-3000
Fax: 908-604-3434
View Additional Address Information

AM Best Rating Unit: AMB #: 058455 - Everest Re Group, Ltd.
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, 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 07, 2021
Initial Rating Date:	June 14, 1993

Long-Term Issuer Credit View Definition

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

E.1.a.f

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

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:	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

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

AMENDMENT NO. 1 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Staff America Health, Inc. (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, County and Provider desire to amend the Agreement to add ADI Services to the list of program services to be provided by Provider and to modify the rates set forth in "Exhibit B" attached hereto; and

NOW THEREFORE, in consideration of the original agreement and the forgoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby add Homemaker and Personal Care Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto.

3. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Margaret Renaud
Printed Name of Witness (1)

Signature of Witness (2)

Aron Gustafson
Printed Name of Witness (2)

STAFF AMERICA HEALTH, INC.

BY: _____
MICHAEL ARTHUR, CEO

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 2021, by Michael Arthur as CEO who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 16th day of December, 2021.

NOTARY PUBLIC Signature
Printed Name: Makayla Doherty
Commission No.: HH 111291
Expiration Date: 3/29/2025

SEAL

MAKAYLA DOHERTY
Notary Public-State of Florida
Commission # HH 111291
My Commission Expires
March 29, 2025

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans 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	$22.00	
	2	$23.00	$23.00	$23.00	$23.00	$23.00	
	3	$24.00	$24.00	$24.00	$24.00	$24.00	
Personal Care CCE, HCE, HOPE, IIIB	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 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: Staff America Support Docs (19814 : RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-095 Continuing Contract for Professional Engineering Services
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On August 1, 2021, Staff advertised a Solicitation document for RFQ 21-095 Continuing Contract for Professional Engineering Services seeking statements of qualifications from consulting firms for the provision of five different professional engineering disciplines to be provided on an as-needed basis under a continuing contract. The solicitation was done in accordance with Section 287.055 of the Florida Statues (Consultant's Competitive Negotiation Act). Nineteen (19) Statement of Qualifications were received.

After evaluating the responses, staff desires to award the top eleven-rated Consultant engineering firms to provide various professional engineering services for the County for a period of three years per each discipline listed below on an as needed basis.

General Civil
- Cardno, Inc.
- Dyer, Riddle, Mills & Precourt, Inc.
- Kimley-Horn and Associates, Inc.

Aviation and Airport Engineering
- American Infrastructure Development, Inc.
- GAI Consultants, Inc.
- Infrastructure Consulting & Engineering, PLLC

Transportation/ Roadway Engineering
- Dyer, Riddle, Mills & Precourt, Inc.
- Cardno, Inc.
- AECOM Technical Services, Inc.

Stormwater Management/ NPDS/ Watershed Studies
- Cardno, Inc
- Dyer, Riddle, Mills & Precourt, Inc.
- Hanson Professional Services, Inc.

Geotechnical Engineer/ Environmental/ Construction Administration
- Tierra, Inc.
- Michael G. Czerwinski, P.A.
- PSI

Staff has received nine (9) of the eleven (11) Agreements and would like to award these firms at this time.

1. American Infrastructure Development, Inc.
2. Cardno, Inc.
3. DRMP, Inc.
4. GAI Consultants, Inc.
5. Infrastructure Consulting & Engineering, PLLC

6. Kimley-Horn & Associates, Inc.
7. Michael Czerwinski, PA
8. Professional Services Industries, Inc (PSI)
9. Tierra, Inc.

Staff will bring forward the following Agreements to be awarded when received on later dates:

1. AECOM Technical Services, Inc.
2. Hanson Professional Services, Inc.

BUDGET IMPACT/FUNDING SOURCE:

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

Budget will impact various departments and account numbers throughout the County for Professional Services including grant funding accounts

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Master Agreements between Citrus County, Florida and American Infrastructure Developments, Inc., between Citrus County, Florida and Cardno, Inc., between Citrus County, Florida and DRMP, Inc., between Citrus County, Florida and G-A-I Consultants, Inc., between Citrus County, Florida and Infrastructure Consulting & Engineering, PLLC, between Citrus County, Florida and Kimley-Horn & Associates, Inc., between Citrus County, Florida and Michael Czerwinski, PA, between Citrus County, Florida and Professional Services Industries, Inc., and between Citrus County, Florida and Tierra, Inc. to provide professional engineering services on an as needed basis utilized by all County departments.

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Telephone: (352) 527-5446 Fax: (352) 527-5482
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-0825 or (352) 527-5312

TO: Linda Morse, Purchasing & Contracts Manager

THRU: Randall Olney P.E., Department of Public Works Director RSO

FROM: Brian Kauffman P.E., Engineering Division Director BCK

DATE: Friday, December 03, 2021

RE: RFQ 21-095 Continuing Contracts for Professional Engineering Services

Based upon the attached RFQ 21-095 summary scores, please develop continuing contracts with the top three ranked companies in each discipline as summarized below.

General Civil
- Cardno, Inc.
- Dyer, Riddle, Mills & Precourt, Inc.
- Kimley-Horn and Associates, Inc.

Aviation and Airport Engineering
- American Infrastructure Development, Inc.
- GAI Consultants, Inc.
- Infrastructure Consulting & Engineering, PLLC

Transportation/ Roadway Engineering
- Dyer, Riddle, Mills & Precourt, Inc.
- Cardno, Inc.
- AECOM Technical Services, Inc.

Stormwater Management/ NPDS/ Watershed Studies
- Cardno, Inc
- Dyer, Riddle, Mills & Precourt, Inc.
- Hanson Professional Services, Inc.

Geotechnical Engineer/ Environmental/ Construction Administration
- Tierra, Inc.
- Michael G. Czerwinski, P.A.
- PSI

BCK/bck

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 35,000

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 send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Request for Statement of Qualifications: Continuing Contract for Professional Services
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Engineering

ACCOUNT NUMBER:
(Four lines maximum)

BUDGET AMOUNT:

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Citrus County Board of County Commissioners (County) , in compliance with the Consultants Competitive Negotiation Act (287.055 Florida Statutes), invites Letters of Interest and Statements of Qualifications from firms (or individual professionals), having qualifications and experience in providing various professional Engineering Services

The County's Engineering Division is responsible for the evaluation, planning, design, permitting, and construction of various Aviation, Stormwater and Transportation projects. As such, the Division routinely has the need to engage the services of various professionals to assist with tasks customarily associated with these projects . This project involves engaging firms (or individual professionals), on continuing contract basis, to assist with specific tasks as they are identified.

REQUESTOR (SIGNATURE) _____ **DATE** _____

REQUESTOR (PRINT NAME) Brian Kauffman **DATE** _____

DIVISION DIRECTOR Brian Kauffman **DATE** 5/17/21

DEPARTMENT DIRECTOR _____ **DATE** 5/19/21

MANAGEMENT & BUDGET DIRECTOR Cpscott **DATE** 5·20·2021

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Summary Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Discipline General Civil							
Cardno, Inc.	19.33	19.33	18.67	18.33	14.67	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.33	19.33	18.00	18.33	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.67	19.00	18.33	17.67	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	17.67	18.33	17.67	18.00	13.67	5.00	90.33
EXP US Services Inc	18.33	17.33	17.33	17.33	13.67	5.00	89.00
Discipline Aviation and Airport Engineering							
American Infrastructure Development, Inc.	19.67	19.33	19.33	19.00	14.67	4.67	96.67
GAI Consultants, Inc.	19.00	19.00	18.67	18.33	15.00	5.00	95.00
Infrastructure Consulting & Engineering, PLLC	19.67	18.67	18.33	18.33	14.67	4.67	94.33
Hanson Professional Services Inc.	18.67	18.33	18.00	17.67	14.67	5.00	92.33
EXP US Services Inc	18.33	17.67	17.00	18.00	13.67	5.00	89.67
Kimley-Horn and Associates, Inc.	18.00	17.67	17.00	18.33	14.00	4.67	89.67
Discipline Transportation / Roadway Engineering							
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Discipline Stormwater Management / NPDES / Watershed Studies							
Cardno, Inc.	19.00	19.33	18.67	19.00	14.33	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	18.33	18.67	18.00	15.00	5.00	94.00
Hanson Professional Services Inc.	19.00	19.00	18.33	18.33	14.33	5.00	94.00
Applied Sciences Consulting, Inc.	18.67	18.67	18.67	18.33	14.00	4.33	92.67
Kimley-Horn and Associates, Inc.	19.00	18.33	17.67	18.33	14.00	4.67	92.00
Causseaux Hewett & Walpole, Inc.	18.33	18.00	17.00	17.67	13.67	5.00	89.67
Greenman-Pedersen, Inc.	18.00	17.00	18.00	17.33	14.00	5.00	89.33
EXP US Services Inc	18.00	17.33	17.00	17.33	13.67	5.00	88.33
Discipline Geotechnical Engineering / Environmental / Construction Administration							
Michael G. Czerwinski, P.A.	19.67	19.33	18.00	18.33	14.67	5.00	95.00
Tierra, Inc.	19.33	18.67	18.67	18.67	14.67	5.00	95.00
PSI	19.33	18.67	18.00	18.00	14.67	5.00	93.67
Geo-Technologies, Inc.	19.00	18.33	17.67	17.33	14.33	5.00	91.67
Central Testing Lab	18.67	18.33	17.33	17.33	13.33	5.00	90.00
Baslee Engineering Solutions Inc.	17.67	17.67	17.33	17.33	13.67	5.00	88.67
EXP US Services Inc	17.33	17.33	17.33	17.33	13.67	5.00	88.00

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services RFQ 21-095 Summary Scores							
Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Discipline General Civil							
Cardno, Inc.	19.33	19.33	18.67	18.33	14.67	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.33	19.33	18.00	18.33	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.67	19.00	18.33	17.67	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	17.67	18.33	17.67	18.00	13.67	5.00	90.33
EXP US Services Inc	18.33	17.33	17.33	17.33	13.67	5.00	89.00
Discipline Aviation and Airport Engineering							
American Infrastructure Development, Inc.	19.67	19.33	19.33	19.00	14.67	4.67	96.67
GAI Consultants, Inc.	19.00	19.00	18.67	18.33	15.00	5.00	95.00
Infrastructure Consulting & Engineering, PLLC	19.67	18.67	18.33	18.33	14.67	4.67	94.33
Hanson Professional Services Inc.	18.67	18.33	18.00	17.67	14.67	5.00	92.33
EXP US Services Inc	18.33	17.67	17.00	18.00	13.67	5.00	89.67
Kimley-Horn and Associates, Inc.	18.00	17.67	17.00	18.33	14.00	4.67	89.67
Discipline Transportation / Roadway Engineering							
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Discipline Stormwater Management / NPDES / Watershed Studies							
Cardno, Inc.	19.00	19.33	18.67	19.00	14.33	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	18.33	18.67	18.00	15.00	5.00	94.00
Hanson Professional Services Inc.	19.00	19.00	18.33	18.33	14.33	5.00	94.00
Applied Sciences Consulting, Inc.	18.67	18.67	18.67	18.33	14.00	4.33	92.67
Kimley-Horn and Associates, Inc.	19.00	18.33	17.67	18.33	14.00	4.67	92.00
Causseaux Hewett & Walpole, Inc.	18.33	18.00	17.00	17.67	13.67	5.00	89.67
Greenman-Pedersen, Inc.	18.00	17.00	18.00	17.33	14.00	5.00	89.33
EXP US Services Inc	18.00	17.33	17.00	17.33	13.67	5.00	88.33
Discipline Geotechnical Engineering / Environmental / Construction Administration							
Michael G. Czerwinski, P.A.	19.67	19.33	18.00	18.33	14.67	5.00	95.00
Tierra, Inc.	19.33	18.67	18.67	18.67	14.67	5.00	95.00
PSI	19.33	18.67	18.00	18.00	14.67	5.00	93.67
Geo-Technologies, Inc.	19.00	18.33	17.67	17.33	14.33	5.00	91.67
Central Testing Lab	18.67	18.33	17.33	17.33	13.33	5.00	90.00
Baslee Engineering Solutions Inc.	17.67	17.67	17.33	17.33	13.67	5.00	88.67
EXP US Services Inc	17.33	17.33	17.33	17.33	13.67	5.00	88.00

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Aviation and Airport Engineering

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	**19.67**	**19.33**	**19.33**	**19.00**	**14.67**	**4.67**	**96.67**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**4.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**20.00**	**20.00**	**19.00**	**15.00**	**5.00**	**99.00**
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	0	0	0	0	0	0	0
Causseaux Hewett & Walpole, Inc.	0	0	0	0	0	0	0
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	0	0	0	0	0	0	0
EXP US Services Inc	**18.33**	**17.67**	**17.00**	**18.00**	**13.67**	**5.00**	**89.67**
Roger Ingall	**18.00**	**18.00**	**17.00**	**17.00**	**14.00**	**5.00**	**89.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**20.00**	**15.00**	**5.00**	**95.00**
GAI Consultants, Inc.	**19.00**	**19.00**	**18.67**	**18.33**	**15.00**	**5.00**	**95.00**
Roger Ingall	**17.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**19.00**	**19.00**	**19.00**	**15.00**	**5.00**	**97.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**18.00**	**15.00**	**5.00**	**97.00**
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	**18.67**	**18.33**	**18.00**	**17.67**	**14.67**	**5.00**	**92.33**
Roger Ingall	**17.00**	**18.00**	**18.00**	**17.00**	**15.00**	**5.00**	**90.00**
Brian Kauffman	**19.00**	**19.00**	**17.00**	**18.00**	**14.00**	**5.00**	**92.00**
Randall Olney	**20.00**	**18.00**	**19.00**	**18.00**	**15.00**	**5.00**	**95.00**
Infrastructure Consulting & Engineering, PLLC	**19.67**	**18.67**	**18.33**	**18.33**	**14.67**	**4.67**	**94.33**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**4.00**	**91.00**
Brian Kauffman	**20.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**94.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Kimley-Horn and Associates, Inc.	**18.00**	**17.67**	**17.00**	**18.33**	**14.00**	**4.67**	**89.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**17.00**	**14.00**	**4.00**	**84.00**
Brian Kauffman	**18.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**90.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**20.00**	**15.00**	**5.00**	**95.00**
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services

RFQ 21-095

Scores-Discipline-General Civil

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	**19.33**	**19.33**	**18.67**	**18.33**	**14.67**	**5.00**	**95.33**
Roger Ingall	18.00	19.00	18.00	18.00	14.00	5.00	92.00
Brian Kauffman	20.00	20.00	20.00	20.00	15.00	5.00	100.00
Randall Olney	20.00	19.00	18.00	17.00	15.00	5.00	94.00
Causseaux Hewett & Walpole, Inc.	**17.67**	**18.33**	**17.67**	**18.00**	**13.67**	**5.00**	**90.33**
Roger Ingall	15.00	17.00	16.00	16.00	13.00	5.00	82.00
Brian Kauffman	18.00	18.00	18.00	18.00	13.00	5.00	90.00
Randall Olney	20.00	20.00	19.00	20.00	15.00	5.00	99.00
Central Testing Lab	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dyer, Riddle, Mills & Precourt, Inc.	**19.33**	**19.33**	**18.00**	**18.33**	**15.00**	**5.00**	**95.00**
Roger Ingall	18.00	18.00	17.00	17.00	15.00	5.00	90.00
Brian Kauffman	20.00	20.00	18.00	19.00	15.00	5.00	97.00
Randall Olney	20.00	20.00	19.00	19.00	15.00	5.00	98.00
EXP US Services Inc	**18.33**	**17.33**	**17.33**	**17.33**	**13.67**	**5.00**	**89.00**
Roger Ingall	18.00	17.00	17.00	17.00	14.00	5.00	88.00
Brian Kauffman	17.00	17.00	17.00	17.00	12.00	5.00	85.00
Randall Olney	20.00	18.00	18.00	18.00	15.00	5.00	94.00
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	**18.67**	**19.00**	**18.33**	**17.67**	**14.00**	**4.67**	**92.33**
Roger Ingall	17.00	18.00	17.00	17.00	14.00	4.00	87.00
Brian Kauffman	19.00	19.00	19.00	18.00	13.00	5.00	93.00
Randall Olney	20.00	20.00	19.00	18.00	15.00	5.00	97.00
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Geotechnical Engineering / Environmental / Construction Administration

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	**17.67**	**17.67**	**17.33**	**17.33**	**13.67**	**5.00**	**88.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**17.00**	**14.00**	**5.00**	**85.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**19.00**	**19.00**	**18.00**	**15.00**	**5.00**	**96.00**
Cardno, Inc.	0	0	0	0	0	0	0
Causseaux Hewett & Walpole, Inc.	0	0	0	0	0	0	0
Central Testing Lab	**18.67**	**18.33**	**17.33**	**17.33**	**13.33**	**5.00**	**90.00**
Roger Ingall	**19.00**	**18.00**	**17.00**	**18.00**	**13.00**	**5.00**	**90.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**17.00**	**15.00**	**5.00**	**95.00**
Dyer, Riddle, Mills & Precourt, Inc.	0	0	0	0	0	0	0
EXP US Services Inc	**17.33**	**17.33**	**17.33**	**17.33**	**13.67**	**5.00**	**88.00**
Roger Ingall	**17.00**	**17.00**	**17.00**	**17.00**	**14.00**	**5.00**	**87.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**16.00**	**12.00**	**5.00**	**84.00**
Randall Olney	**18.00**	**18.00**	**18.00**	**19.00**	**15.00**	**5.00**	**93.00**
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	**19.00**	**18.33**	**17.67**	**17.33**	**14.33**	**5.00**	**91.67**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**93.00**
Brian Kauffman	**18.00**	**17.00**	**17.00**	**18.00**	**13.00**	**5.00**	**88.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**16.00**	**15.00**	**5.00**	**94.00**
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	0	0	0	0	0	0	0
Michael G. Czerwinski, P.A.	**19.67**	**19.33**	**18.00**	**18.33**	**14.67**	**5.00**	**95.00**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**5.00**	**92.00**
Brian Kauffman	**20.00**	**20.00**	**17.00**	**18.00**	**15.00**	**5.00**	**95.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Mott MacDonald Florida, LLC	**0**	**0**	**0**	**0**	**0**	**0**	**0**
PSI	**19.33**	**18.67**	**18.00**	**18.00**	**14.67**	**5.00**	**93.67**
Roger Ingall	**18.00**	**18.00**	**18.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**18.00**	**17.00**	**18.00**	**15.00**	**5.00**	**93.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**18.00**	**15.00**	**5.00**	**97.00**
Tierra, Inc.	**19.33**	**18.67**	**18.67**	**18.67**	**14.67**	**5.00**	**95.00**
Roger Ingall	**18.00**	**17.00**	**19.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**19.00**	**17.00**	**18.00**	**15.00**	**5.00**	**94.00**

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Stormwater Management / NPDES / Watershed Studies

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	**18.67**	**18.67**	**18.67**	**18.33**	**14.00**	**4.33**	**92.67**
Roger Ingall	**18.00**	**18.00**	**19.00**	**18.00**	**14.00**	**3.00**	**90.00**
Brian Kauffman	**18.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**90.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	**19.00**	**19.33**	**18.67**	**19.00**	**14.33**	**5.00**	**95.33**
Roger Ingall	**17.00**	**19.00**	**18.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**19.00**	**19.00**	**14.00**	**5.00**	**97.00**
Randall Olney	**20.00**	**19.00**	**19.00**	**20.00**	**15.00**	**5.00**	**98.00**
Causseaux Hewett & Walpole, Inc.	**18.33**	**18.00**	**17.00**	**17.67**	**13.67**	**5.00**	**89.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**16.00**	**13.00**	**5.00**	**83.00**
Brian Kauffman	**19.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**91.00**
Randall Olney	**20.00**	**19.00**	**17.00**	**19.00**	**15.00**	**5.00**	**95.00**
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	**19.00**	**18.33**	**18.67**	**18.00**	**15.00**	**5.00**	**94.00**
Roger Ingall	**17.00**	**17.00**	**17.00**	**16.00**	**15.00**	**5.00**	**87.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**18.00**	**19.00**	**18.00**	**15.00**	**5.00**	**95.00**
EXP US Services Inc	**18.00**	**17.33**	**17.00**	**17.33**	**13.67**	**5.00**	**88.33**
Roger Ingall	**17.00**	**17.00**	**17.00**	**18.00**	**14.00**	**5.00**	**88.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**17.00**	**15.00**	**5.00**	**92.00**
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	**18.00**	**17.00**	**18.00**	**17.33**	**14.00**	**5.00**	**89.33**
Roger Ingall	**17.00**	**17.00**	**17.00**	**17.00**	**15.00**	**5.00**	**88.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**17.00**	**20.00**	**18.00**	**15.00**	**5.00**	**95.00**
Hanson Professional Services Inc.	**19.00**	**19.00**	**18.33**	**18.33**	**14.33**	**5.00**	**94.00**
Roger Ingall	**17.00**	**18.00**	**18.00**	**17.00**	**15.00**	**5.00**	**90.00**
Brian Kauffman	**20.00**	**19.00**	**19.00**	**19.00**	**13.00**	**5.00**	**95.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**19.00**	**15.00**	**5.00**	**97.00**
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	**19.00**	**18.33**	**17.67**	**18.33**	**14.00**	**4.67**	**92.00**
Roger Ingall	**17.00**	**18.00**	**17.00**	**17.00**	**14.00**	**4.00**	**87.00**
Brian Kauffman	**20.00**	**19.00**	**18.00**	**18.00**	**13.00**	**5.00**	**93.00**
Randall Olney	**20.00**	**18.00**	**18.00**	**20.00**	**15.00**	**5.00**	**96.00**
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Transportation / Roadway Engineering

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	20.00	20.00	20.00	20.00	15.00	5.00	100.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Roger Ingall	18.00	18.00	18.00	18.00	14.00	5.00	91.00
Brian Kauffman	18.00	18.00	18.00	18.00	13.00	4.00	89.00
Randall Olney	20.00	20.00	18.00	19.00	15.00	5.00	97.00
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Roger Ingall	15.00	17.00	16.00	17.00	14.00	5.00	84.00
Brian Kauffman	17.00	17.00	17.00	17.00	13.00	5.00	86.00
Randall Olney	20.00	19.00	19.00	18.00	15.00	5.00	96.00
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
Roger Ingall	18.00	18.00	18.00	18.00	14.00	5.00	91.00
Brian Kauffman	20.00	19.00	18.00	19.00	14.00	5.00	95.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Roger Ingall	16.00	17.00	16.00	16.00	13.00	5.00	83.00
Brian Kauffman	20.00	20.00	20.00	20.00	15.00	5.00	100.00
Randall Olney	20.00	17.00	18.00	17.00	15.00	5.00	92.00
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Roger Ingall	18.00	18.00	17.00	18.00	15.00	5.00	91.00
Brian Kauffman	20.00	19.00	19.00	19.00	15.00	5.00	97.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Roger Ingall	18.00	18.00	17.00	17.00	14.00	5.00	89.00
Brian Kauffman	17.00	17.00	17.00	16.00	12.00	5.00	84.00
Randall Olney	20.00	18.00	17.00	17.00	15.00	5.00	92.00
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
Roger Ingall	17.00	17.00	17.00	17.00	15.00	5.00	88.00
Brian Kauffman	17.00	17.00	17.00	17.00	12.00	5.00	85.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Roger Ingall	18.00	18.00	18.00	18.00	14.00	4.00	90.00
Brian Kauffman	18.00	18.00	17.00	17.00	13.00	5.00	88.00
Randall Olney	20.00	19.00	18.00	18.00	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Roger Ingall	16.00	17.00	16.00	17.00	14.00	4.00	84.00
Brian Kauffman	19.00	19.00	18.00	19.00	13.00	5.00	93.00
Randall Olney	20.00	17.00	17.00	20.00	15.00	5.00	94.00
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Roger Ingall	16.00	17.00	17.00	17.00	14.00	5.00	86.00
Brian Kauffman	18.00	19.00	18.00	18.00	13.00	5.00	91.00
Randall Olney	20.00	20.00	18.00	18.00	15.00	5.00	96.00
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: 1-18-21 RFQ 21-095 Agenda Docs (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Client#: 1053893 AMERIINF3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:
INSURED American Infrastructure Development Inc 3810 Northdale Blvd. Suite 170 Tampa, FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Cas. Co. of America — 25674 INSURER B : Travelers Casualty and Surety Company — 19038 INSURER C : XL Specialty Insurance Company — 37885 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6802H430278	09/10/2021	09/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6802H430278	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			CUP9E591416	09/10/2021	09/10/2022	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB9J214328	01/06/2021	01/06/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability			DPR9983531	09/10/2021	09/10/2022	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and automobile liability include an automatic additional insured endorsement that provides additional insured status to Citrus County, FL only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured including completed and ongoing operations on per project basis, coverage is primary and non-contributory. Waiver of subrogation in favor of the additional insured applies to the general liability, auto liability and workers (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida A political subdivison of the State of Florida 3600 W. Sovereign Path 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. AUTHORIZED REPRESENTATIVE

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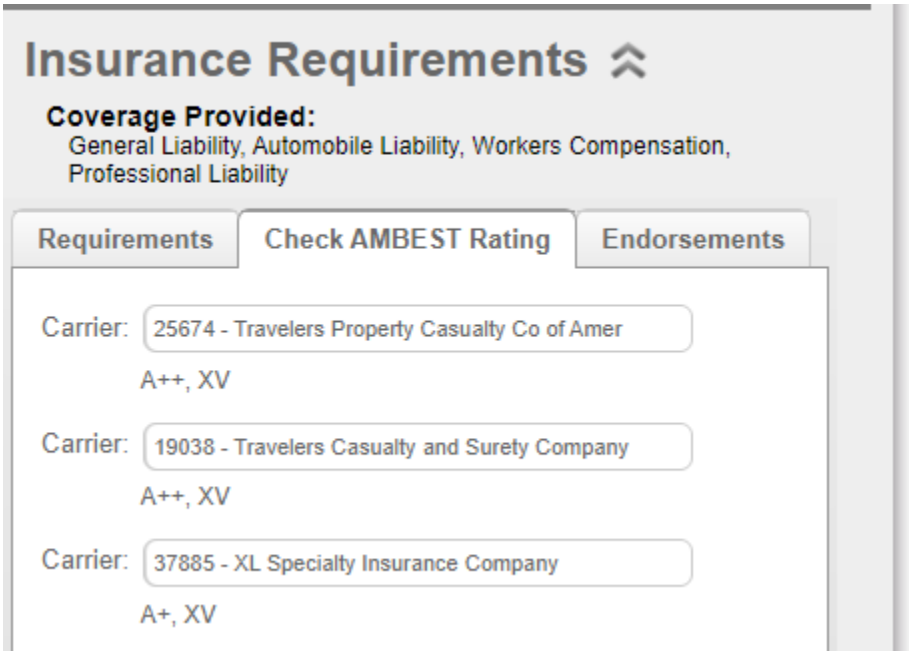
Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

DESCRIPTIONS (Continued from Page 1)

compensation policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non-payment of premium will be given on all policies listed above. Professional Liability coverage is written on a claims-made basis.

Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AMBEST 2021 AI



Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

American Infrastructure Development, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Mohsen Mohammadi, Ph.D., P.E., Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170
Tampa, Florida, 33624
Phone:813-374-2200
Fax: N/A
Email: mohsen@aidinc.us

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Aviation and Airport Engineering Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant

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under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

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10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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

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properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

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11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

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12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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

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Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without

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additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer

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models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions

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in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master

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Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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

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any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

Signature of Witness (1)

Alicia Vanderpool
Printed Name of Witness (1)

By: Sabina C. Mohammadi
SABINA C. MOHAMMADI,
PRESIDENT-CEO

Signature of Witness (2)

Marisela Hernandez
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of December, 2021 by Sabina C. Mohammadi as President - CEO of American Infrastructure Dev. Inc. who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 17th day of December, 2021.

Official use only

Almida Martinez Rosell
NOTARY PUBLIC Signature
Printed Name: Almida Martinez-Rosell
Commission No.: GG337166
Expiration Date: 8/30/2023

SEAL
ALMIDA MARTINEZ-ROSELL
Commission # GG 337166
Expires August 30, 2023
Bonded Thru Budget Notary Services

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: 1-18-22 Agenda-AID (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

EXHIBIT "A"

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID)

2022 LABOR RATES

CLASSIFICATION	LOADED RATE
Project Principal	$218.00
Project Manager	$186.00
Senior Engineer/Planner	$162.00
Engineer/Planner	$133.00
Sr. Designer	$104.00
Designer	$95.00
Clerical	$79.00
RPR	$119.00

Notes:
1) Rates may be adjusted in January 2023

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Client#: 1053893 AMERIINF3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:
INSURED American Infrastructure Development Inc 3810 Northdale Blvd. Suite 170 Tampa, FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Cas. Co. of America — 25674 INSURER B : Travelers Casualty and Surety Company — 19038 INSURER C : XL Specialty Insurance Company — 37885 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6802H430278	09/10/2021	09/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6802H430278	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10000			CUP9E591416	09/10/2021	09/10/2022	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB9J214328	01/06/2021	01/06/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			DPR9983531	09/10/2021	09/10/2022	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and automobile liability include an automatic additional insured endorsement that provides additional insured status to Citrus County, FL only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured including completed and ongoing operations on per project basis, coverage is primary and non-contributory. Waiver of subrogation in favor of the additional insured applies to the general liability, auto liability and workers

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida A political subdivison of the State of Florida 3600 W. Sovereign Path 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. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

compensation policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non-payment of premium will be given on all policies listed above. Professional Liability coverage is written on a claims-made basis.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/19/2021

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 Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ironshore Specialty Insurance Company	25445
INSURER B:	Lexington Insurance Company	19437
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	Zurich American Ins Co	16535
INSURER E:		
INSURER F:		

INSURED
Cardno, Inc.
20215 Cortez Blvd.
Brooksville FL 34601 USA

COVERAGES **CERTIFICATE NUMBER:** 570090353671 **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	
D	X COMMERCIAL GENERAL LIABILITY			GL0018396106	06/30/2021	06/30/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Per Project Agg $2M						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
D	AUTOMOBILE LIABILITY			BAP 0183962-06	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	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)	
C	X UMBRELLA LIAB X OCCUR			AUC018392706	06/30/2021	06/30/2022	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC018396006 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC030510400 WI	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Archit&Eng Prof			PSDEF2100430 Claims Made	06/30/2021	06/30/2022	Aggregate Each Claim	$3,750,000 $3,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ 18-055 Continuing Contract for Professional Engineering Services. Citrus County, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of Citrus County, Florida in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. With respects to policy number PSDEF1900430 Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Risk Services Sydney Australia is the broker for the defined policy.

CERTIFICATE HOLDER

Citrus County, 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 Southwest, Inc.

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AGENCY CUSTOMER ID: 570000051836

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cardno, Inc.
POLICY NUMBER	
See Certificate Number: 570090353671	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570090353671	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CARDNO NAMED INSUREDS

Cardno ChemRisk, LLC.
Cardno EM-Assist, Inc.
Cardno Emerging Markets USA, Ltd.
Cardno ENTRIX
Cardno ERI
Cardno GS, Inc.
Cardno Haynes Whaley, Inc.
Cardno JFNew
Cardno MMA
Cardno NC, Inc.
Cardno TBE (AZ)
Cardno TBE (FL)
Cardno TBE; TBE Group, Inc.
Cardno TEC, Inc.
Cardno USA, Inc.
Cardno WRG, Inc.
Cardno WRG, Inc. dba WRG Designs Inc.
Cardno, Inc (OR)
Cardno, Inc. (TX)
Cardno, Inc. (FL)
David Douglas Associates, Inc.
Ensight Haynes Whaley, LLC
Entrix Inc. dba Cardno Entrix
Environmental Resolutions, Inc.
ES NY Engineering, P.A. PC.
J.F. New & Associates, Inc.
JFNew
TBE Group, Inc. (Adden)
TBE Group, Inc. dba: Cardno TBE
TBE Group, Inc., Cardno TBE
TBE Professional Services, PLLC
WRG North Carolina PLLC

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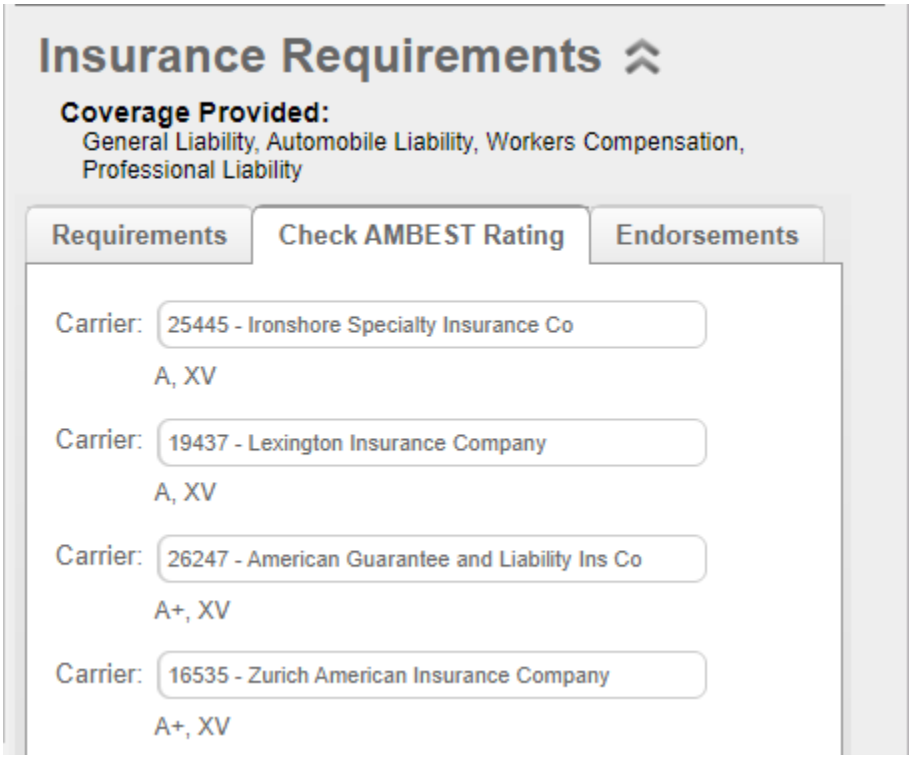
AMBEST 2022 Cardno



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MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Cardno, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Douglas Stoker, P.E., Vice President
Cardno, Inc.
380 Park Place Blvd, Suite 300
Clearwater, Florida, 33759
Phone:727-531-3505
Fax: 727-539-1294
Email: doug.stoker@cardno.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to General Civil, Transportation/Roadway Engineering and Stormwater Management/ NPDS/Watershed Studies Disciplines. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be

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entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result

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in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

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11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit

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payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

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14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after

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the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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,

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and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, as well as all data collected, together with summaries and charts derived there from, will be considered

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works made for hire and will become the property of County upon expiration or termination of the Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor

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provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate

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or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

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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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

Attachment: 1-18-22 Agenda-Cardno (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-22 Agenda-Cardno (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

WAYNE G. PONDER
Printed Name of Witness (1)

Signature of Witness (2)

James W. Hunt
Printed Name of Witness (2)

CARDNO, INC.

By: _____
DOUGLAS STOKER, P.E.,
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29TH day of DECEMBER, 2021, by DOUGLAS STOKER as VICE PRESIDENT who is ☑ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 29TH day of DECEMBER, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: KEVIN LORD
Commission No.: HH 134875
Expiration Date: 5/26/25

SEAL

Kevin Lord
Notary Public, State of Florida
Commission No. HH 134875
My Commission Expires: 05/26/25

ATTEST:

ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

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EXHIBIT "A"

Cardno

Continuing Contract for Professional Engineering Services
Citrus County RFQ 21-095

Job Class	Rate
CADD/Computer Technician	$90
Chief Designer	$140
Chief Engineer 1	$235
Chief Engineer 2	$255
Chief Planner	$255
Designer	$125
Engineer 1	$135
Engineer 2	$175
Engineering Intern	$100
Engineering Technician	$100
Planner	$100
Principal Engineer	$260
Assistant Project Manager	$150
Project Manager 1	$175
Project Manager 2	$200
Project Manager 3	$240
Project Planner	$120
Secretary/Clerical	$85
Senior Designer	$135
Senior Engineer 1	$190
Senior Engineer 2	$240
Senior Engineering Technician	$115
Senior Planner	$190

Support Services

Archaeologist	$65
Chief Archaeologist	$130
Chief Scientist	$205
Chief Utility Coordinator	$150
Community Outreach Specialist	$250
Community Outreach Specialist - Junior	$90
Community Outreach Specialist - Senior	$130
Environmental Specialist	$100
GIS Specialist	$140
Landscape Architect	$130
Landscape Architect Intern	$70
Landscape Designer	$75
Project Landscape Architect	$125
Scientist	$90
Senior Archaeologist	$90
Senior Environmental Specialist	$145
Senior Landscape Architect	$175
Senior Scientist	$140
Staff Scientist/Marine Biologist	$120
Science Technician	$80
Field Technician	$75
Senior Project Scientist/Ecologist	$140
Ecologist	$80
Scientist	$90
Associate Scientist	$100
Senior Utility Coordinator	$175
Utility Coordinator	$130
Inspector	$110
Senior Inspector	$125

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Client#: 1048632 DRMPINC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813-321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814	INSURER A : Travelers Indemnity Company	25658
	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : Travelers Indemnity Company of CT	25682
	INSURER D : Berkley Insurance Company	32603
	INSURER E : Phoenix Insurance Company	25623
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6801P107763	12/12/2021	12/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BA2R888359	12/12/2021	12/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP7957Y581	12/12/2021	12/12/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB9J160752	01/01/2022	12/12/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability			AEC904502602	06/20/2021	06/20/2022	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.
RE: Continuing Contract for Professional Services Citrus County
The general Liability, automobile liability and umbrella policies include an automatic additional insured endorsement that provides additional insured status to Citrus County, Florida, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured
(See Attached Descriptions)

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

Bi m Carl

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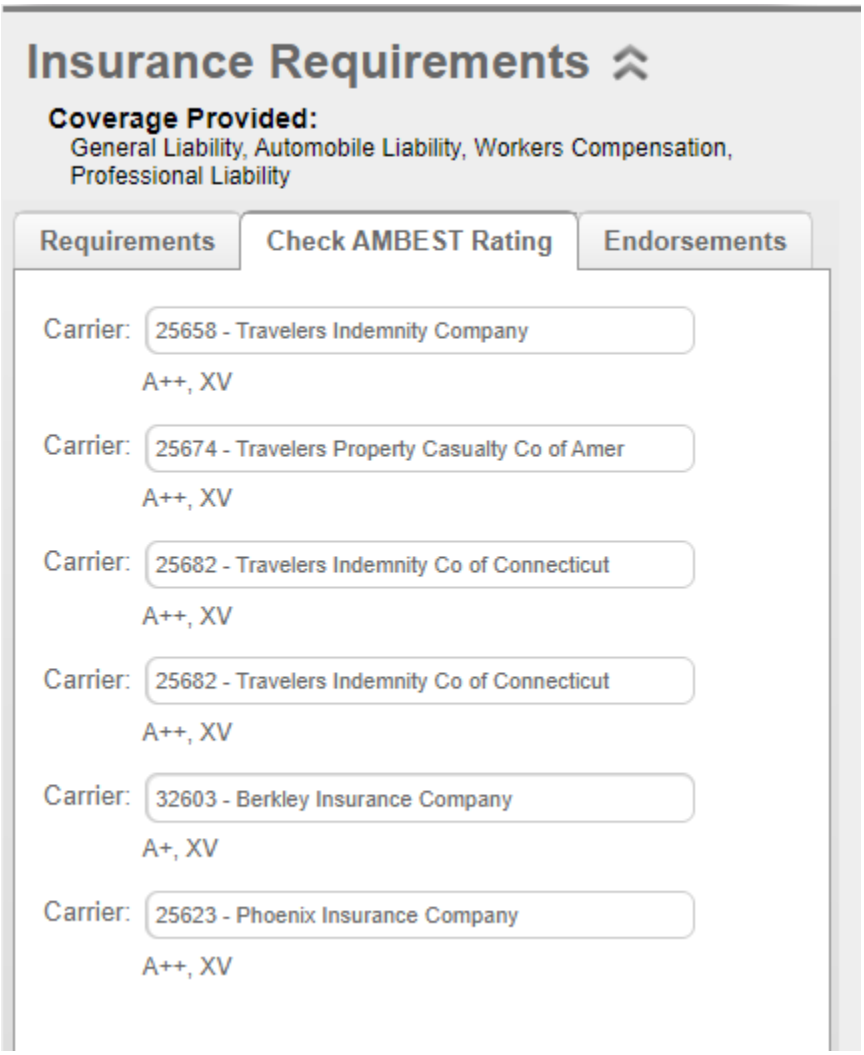
MRLEW

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AMBEST 2021 DRMP



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MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

DRMP, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Collette Moss, P.E., Vice President
DRMP, Inc.
15310 Amberly Drive, Suite 200
Tampa, Florida, 33647
Phone:813-265-9800
Fax: 813-265-9822
Email: CMoss@drmp.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to General Civil, Transportation/Roadway Engineering and Stormwater Management/ NPDS/Watershed Studies Disciplines. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

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11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit

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payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

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14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after

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the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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,

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and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, as well as all data collected, together with summaries and charts derived there from, will be considered

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works made for hire and will become the property of County upon expiration or termination of the Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor

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provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate

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or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Judson Fohr
Signature of Witness (1)

JUDSON FOHR
Printed Name of Witness (1)

Anthony Smith
Signature of Witness (2)

Anthony Smith
Printed Name of Witness (2)

DRMP, INC.

By: Colette Moss
COLETTE MOSS, P.E., VICE PRESIDENT

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21ST day of December, 2021 by Colette Moss, PE as Vice President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 21ST day of December, 2021

Official use only

Michelle Guard
NOTARY PUBLIC Signature
Printed Name: Michelle Guard
Commission No.: HH 156252
Expiration Date: July 21, 2025

SEAL

MICHELLE L. GUARD
Notary Public - State of Florida
Commission # HH 156252
My Comm. Expires Jul 21, 2025
Bonded through National Notary Assn.

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

DRMP
941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Engineering	
Engineering Technician I	$55.00
Engineering Technician II	$65.00
Engineering Technician III	$70.00
Engineering Technician IV	$80.00
Engineering Technician V	$90.00
Engineer I *(Graduate Eng.)*	$90.00
Engineer II	$95.00
Engineer III	$100.00
Engineer IV	$105.00
Engineer V (P.E.) *(Registered Eng.)*	$120.00
Engineer VI (P.E.)	$135.00
Engineer VII (P.E.)	$150.00
Engineer VIII (P.E.)	$170.00
Chief Engineer I (P.E.) *(20+ yrs)*	$190.00
Chief Engineer II (P.E.) *(20+ yrs)*	$250.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Chief Environmental Scientist	$125.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$65.00
GIS Analyst I	$75.00
GIS Analyst II	$90.00
GIS Analyst III	$125.00
GIS Senior Project Manager	$180.00
CEI	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Specialist (Materials, Contract, IT, etc.)	$120.00
Project Administrator I	$135.00
Inspection Manager/Proj. Admin II	$170.00
Resident Engineer	$195.00
NBIS - Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00

Expert Witness	Rate
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Public Relations	
Public Relations I	$95.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$165.00
3-Person Survey Crew	$200.00
4-Person Survey Crew	$255.00
Survey CADD / Technician	$95.00
Surveyor in Training / Technician II	$105.00
Surveyor in Training / Technician III	$110.00
Professional Surveyor & Mapper *(Registered Surv)*	$145.00
Surveyor Project Manager	$175.00
Senior Professional Survey & Mapper	$220.00
Chief Surveyor & Mapper	$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$140.00
Unmanned Autonomous System (UAS) Technician	$85.00
Unmanned Autonomous System (UAS) Lidar Unit	$1,500.00
Static Terrestrial Lidar	
3 Person Crew	$180.00
4 Person Crew	$220.00
5 Person Crew	$285.00
Mobile LIDAR Unit / Daily Rate	$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation S.U.E. Crew	$240.00
4-Person Vacuum Excavation S.U.E. Crew	$285.00
S.U.E. Project Manager	$145.00
Utility Locate Technician	$100.00
Senior SUE Tech	$120.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Senior Planner III	$165.00
Designers	
Designer I	$100.00
Designer II	$110.00
Designer III	$120.00
Designer IV	$130.00
Designer V	$140.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I *($100k +)*	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Supervising Engineer	$180.00
Department Managers I	$190.00
Department Managers II	$220.00
Division Managers I	$240.00
Division Managers II	$285.00
Principals	$360.00

Attachment: 1-18-22 Agenda-DRMP (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

ACORD

GAICONSUL1

AI

DATE (MM/DD/YYYY)
9/29/2021

CERTIFICATE OF LIABILITY INSURANCE

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 License # 60236
HDH Group Inc
210 Sixth Avenue
30th Floor
Pittsburgh, PA 15222

CONTACT NAME: Andrea Buczynski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: andrea.buczynski@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Ironshore Specialty Company	25445
INSURER D : Travelers Casualty & Surety Company of America	31194
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc.
385 E. Waterfront Drive
Homestead, PA 15120

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						EACH OCCURRENCE	$ 2,000,(
	CLAIMS-MADE X OCCUR	X	X	6050488311	10/1/2021	10/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,(
							MED EXP (Any one person)	$ 15,(
							PERSONAL & ADV INJURY	$ 2,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,(
	OTHER:						OHIO STOP GAP 1	$ 1,000,(
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,(
	EXCESS LIAB CLAIMS-MADE			6050441991	10/1/2021	10/1/2022	AGGREGATE	$ 10,000,(
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A	X	6050442655	10/1/2021	10/1/2022	E.L. EACH ACCIDENT	$ 1,000,(
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,(
							E.L. DISEASE - POLICY LIMIT	$ 1,000,(
C	Pollution / Environm			ICELLUW00114564	10/1/2021	10/1/2022		5,000,(
D	Cyber			106456841	1/21/2021	1/21/2022		5,000,(

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella coverage is Excess and follows form on the following policies:
COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP) - VALLEY FORGE POLICY NO. 6050488311
AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-21
EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6050442655

Citrus County, Florida is named as additional insured in regards to General Liability. A waiver of subrogation applies in favor of Citrus County, Florida with respects to General Liability and Workers Compensation.
Re: A180408

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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The ACORD name and logo are registered marks of ACORD

Attachment: 1-18-22 Agenda-GAI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2706974

DATE (MM/DD/YYYY) 08/18/2021

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	CONTACT NAME: Lockton Affinity
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C.NO Ext): 877-320-9393 FAX (A/C. No): 913-652-7599 E-MAIL ADDRESS: EFM@locktonaffinity.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc. 385 East Waterfront Drive Homestead, PA 15120

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 / PROJEC / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	L243256-21	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
X	HIRED AUTOS ONLY / NON-OWNED AUTOS (X)						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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) GPBR: 1GL1

Project/Job #: A180408.00

Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory. RE: Continuing Contract for Professional Engineering Services. Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are Additional Insureds where required by written contract. The Certificate Holder will receive 30 days Notice of Cancellation per the policy endorsement.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, FL34461

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

Patrick D. Adams

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Attachment: 1-18-22 Agenda-GAI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925

TERRA INSURANCE COMPANY

DATE
01/01/22

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

Citrus County, Florida
Attn: Linda Morse, Purchasing & Contracts Manager
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
222018	01/01/22	12/31/22

LIMITS OF LIABILITY

$1,000,000 EACH CLAIM
$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project Name: Continuing Contract for Professional Engineering Services
Project Number: A180408.00

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.
(Pittsburgh)
385 E. Waterfront Drive
Homestead, PA 15120-5005

ISSUING COMPANY:

TERRA INSURANCE COMPANY

(A Risk Retention Group)

President

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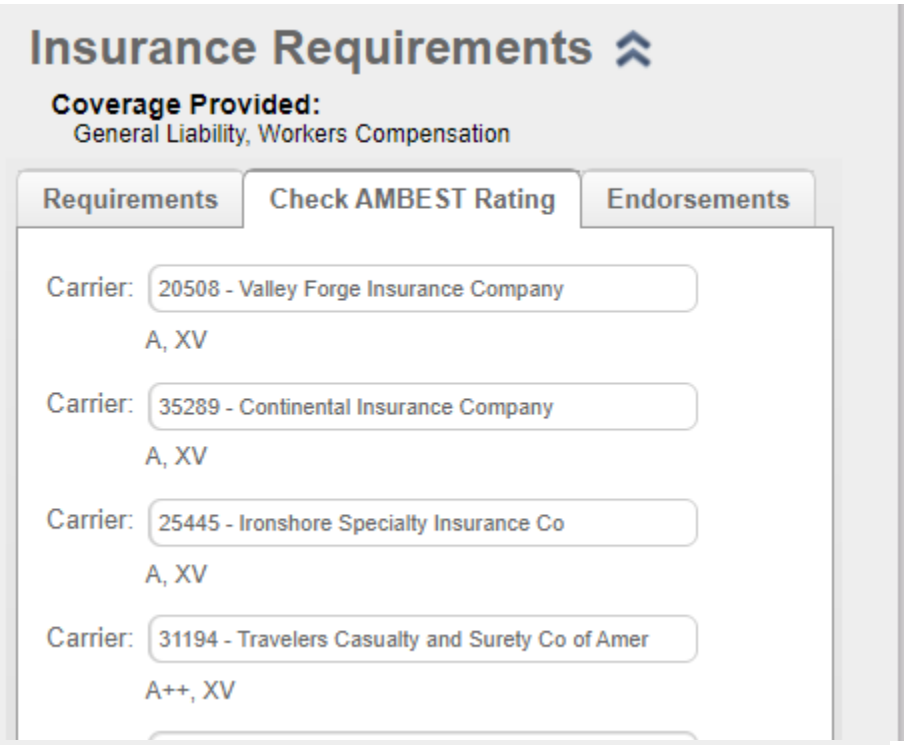
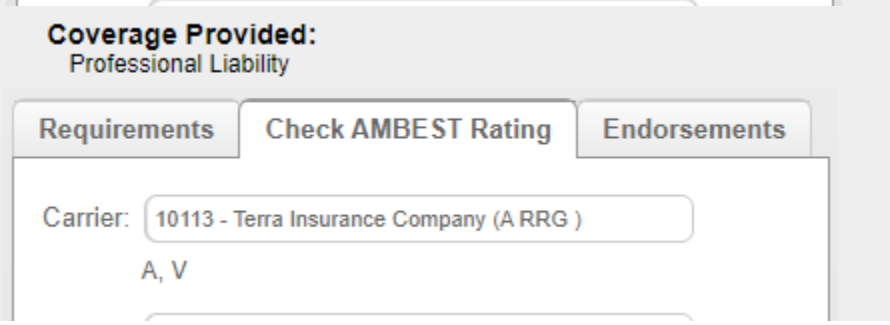
AMBEST 2021 GAI





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 View Definition

Rating (Rating Category): A+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: April 21, 2021
Initial Rating Date: June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: April 21, 2021
Initial Rating Date: June 20, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

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MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

G-A-I Consultants, Inc. (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Kathleen Leo, P.E., Vice President
G-A-I Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida, 32801
Phone:321-436-8175
Fax: 407-843-1070
Email: k.leo@gaiconsultants.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Aviation and Airport Engineering Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant

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under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

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10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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

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properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

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11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

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12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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

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Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without

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additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer

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models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions

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in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master

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Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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

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any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master 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)

Jack E. Thompson, Jr.
Printed Name of Witness (1)

Signature of Witness (2)

Daniel J. Nichols Jr.
Printed Name of Witness (2)

G-A-I CONSULTANTS, INC.

By: _____
KATHLEEN LEO, P.E., VICE PRESIDENT

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9 day of December, 2021, by Kathleen Leo as Vice President who is ☐ personally known to me or ☑ who produced Florida Driver's License as identification.

Witness my hand and official seal this 9 day of December, 2021.

Official use only

Sarah Ramlochan
NOTARY PUBLIC Signature
Printed Name: SARAH RAMLOCHAN
Commission No.: GG 219514
Expiration Date: September 12, 2022

SEAL

SARAH RAMLOCHAN
MY COMMISSION # GG 219514
EXPIRES: September 12, 2022
Bonded Thru Notary Public Underwriters

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-GAI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

2021 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2022. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Senior Director / VP	$275.00
CSG Senior Director	$245.00
CSG Director	$225.00
CSG Senior Manager / Asst. Director	$195.00
CSG Manager	$185.00
CSG Assistant Manager	$165.00
CSG Senior Project Professional	$145.00
CSG Project Professional	$130.00
CSG Senior Professional	$115.00
CSG Professional	$105.00
CSG Senior Technician	$95.00
CSG Technician 2	$85.00
CSG Technician 1	$65.00
Environmental Manager	$155.00
Project Environmental Specialist	$95.00
Expert Witness	$350.00
Principal	$320.00
Technical/Professional 25	$290.00
Technical/Professional 24	$285.00
Technical/Professional 23	$265.00
Technical/Professional 22	$250.00
Technical/Professional 21	$240.00
Technical/Professional 20	$230.00
Technical/Professional 19	$225.00
Technical/Professional 18	$220.00
Technical/Professional 17	$210.00
Technical/Professional 16	$200.00
Technical/Professional 15	$195.00
Technical/Professional 14	$185.00
Technical/Professional 13	$180.00
Technical/Professional 12	$170.00
Technical/Professional 11	$160.00
Technical/Professional 10	$150.00
Technical/Professional 09	$140.00
Technical/Professional 08	$130.00
Technical/Professional 07	$125.00
Technical/Professional 06	$110.00
Technical/Professional 05	$100.00
Technical/Professional 04	$90.00
Technical/Professional 03	$85.00
Technical/Professional 02	$70.00
Technical/Professional 01	$60.00
Technical/Support 1	$50.00

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INITIAL_____

Attachment: 1-18-22 Agenda-GAI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

ACORD

INFRCON-01

CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2021

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 License # 1000009384
Hub International Carolinas
1330 Lady Street
Columbia, SC 29201

CONTACT NAME: Michelle Goodwin
PHONE (A/C, No, Ext): (803) 227-4773
FAX (A/C, No):
E-MAIL ADDRESS: Michelle.Goodwin@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Hartford Insurance Company of SE	38261
INSURER E : Travelers Casualty and Surety Company	19038
INSURER F :	

INSURED
Infrastructure Consulting & Engineering, PLLC
121 Midlands Court
West Columbia, SC 29169

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						EACH OCCURRENCE	$ 1,000,(
	CLAIMS-MADE X OCCUR	X	X	22UUNOL5136	9/6/2021	9/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,(
							MED EXP (Any one person)	$ 10,(
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,(
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,(
	X ANY AUTO	X	X	22UENOL5164	9/6/2021	9/6/2022	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)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,(
	X EXCESS LIAB CLAIMS-MADE			22RHUOL5165	9/6/2021	9/6/2022	AGGREGATE	$ 2,000,(
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A	X	22WBOL6H1R	9/6/2021	9/6/2022	E.L. EACH ACCIDENT	$ 1,000,(
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,(
							E.L. DISEASE - POLICY LIMIT	$ 1,000,(
E	Prof Liab			107504031	9/6/2021	9/6/2022	Each Claim	2,000,(
E	Prof Liability			107504031	9/6/2021	9/6/2022	Aggregate	1,000,(

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Notice of Intent – RFQ 21-095 Continuing Contract for Professional Engineering Services

If required by written contract, Citrus County, Florida is to be named as Additional Insured in regards to General Liability and Automobile Liability. A waiver Subrogation is in favor of Citrus County, Florida in regards to General Liability, Automobile Liability, and Worker's Compensation.

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

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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Hartford Fire Insurance Company

AMB #: 002231 **NAIC #: 19682** **FEIN #: 060383750**

Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
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, 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.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Hartford Insurance Company of the Midwest

AMB #: 002612 **NAIC #: 37478** **FEIN #: 061008026**

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Administrative Office
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

Web: www.thehartford.com
Phone: 860-547-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
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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Best's Credit Ratings
Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	June 30, 1980

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Hartford Casualty Insurance Company

AMB #: 002229 **NAIC #: 29424** **FEIN #: 060294398**
Administrative Office
One Hartford Plaza
Hartford, Connecticut 06155-0001

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

United States

Web: www.thehartford.com
Phone: 860-547-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
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, 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.

Best's Credit Ratings
Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Hartford Insurance Company of the Southeast

AMB #: 002613 **NAIC #: 38261** **FEIN #: 061013048**
Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

Web: www.thehartford.com

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
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, 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.

Best's Credit Ratings
Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	June 30, 1980

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

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: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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, 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 View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
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 04, 2021
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: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Infrastructure Consulting & Engineering, PLLC, LLC, (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Doug Hambrecht, P.E., Vice President
Infrastructure Consulting & Engineering, PLLC, LLC
550 West Idlewild Avenue, Suite 115
Tampa, Florida, 33634
Phone:813-330-2701
Fax: N/A
Email: Doug.Hambrecht@ice-eng.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Aviation and Airport Engineering Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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

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properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

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11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

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12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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

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Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without

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additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer

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models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions

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in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master

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Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Rachael Bennett
Signature of Witness (1)

Rachael Bennett
Printed Name of Witness (1)

Christa J. Vawryk
Signature of Witness (2)

Christe L. Vawryk
Printed Name of Witness (2)

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC

By: _____
DOUG HAMBRECHT, P.E.,
VICE PRESIDENT

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of December, 2021, by Doug Hambrecht as Vice President of Infrastructure Consulting & Eng., PLLC, who is ☑ personally known to me or ☐ who produced Personally Known as identification.

Witness my hand and official seal this 16 day of December, 2021.

Official use only

Virginia A. Fischer
NOTARY PUBLIC Signature
Printed Name: Virginia A. Fischer
Commission No.: GG 299170
Expiration Date: May 21, 2023

SEAL

VIRGINIA A. FISCHER
Commission # GG 299170
Expires May 21, 2023
Bonded Thru Budget Notary Services

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Exhibit "A"

Infrastructure Consulting and Engineering, PLLC

INFRASTRUCTURE
CONSULTING & ENGINEERING

Salary Rates- 2021

Classification	Burdened Contract Rate
Principal	$250
Senior Project Manager	$200
Project Manager	$185
Senior Engineer	$175
Engineer	$150
Senior Designer	$120
Designer	$100
Cad Technician	$85
Construction Manager	$120
Construction Inspector	$115
Administrative	$70

Submitted by: _____ date: 12-6-21

Douglas Hambrecht, P.E.
Vice President

Attachment: 1-18-22 Agenda-ICE (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

E.1.b.g

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 **FAX (A/C, No):**
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 21-22** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 21-095 Continuing Contract for Professional Engineering Services; Richard Busche. Citrus County, a Political Subdivision of the State of Florida, its officers, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional (See Attached Descriptions)

CERTIFICATE HOLDER

Citrus County, Florida
political subdivision of the
State of 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

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Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

DESCRIPTIONS (Continued from Page 1)

Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

© Insurance Services Office, Inc., 2018

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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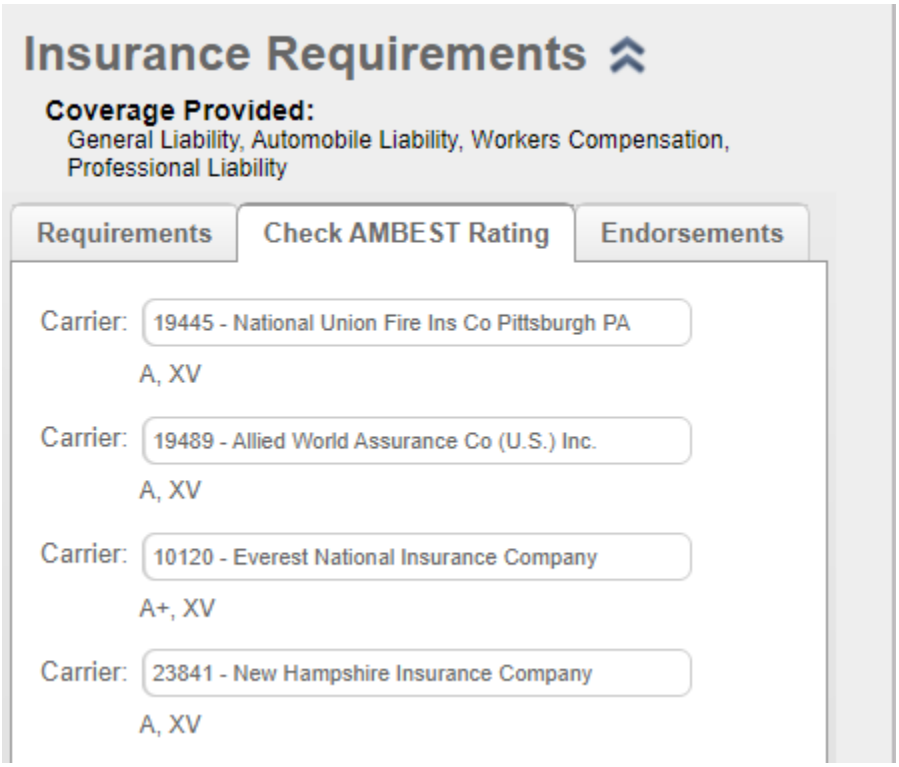
AMBEST 2022 KHA



Lloyd's

A.M. Best #: 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

Financial Strength Rating
BEST
A Excellent
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 Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2018
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2018
Initial Rating Date:	August 12, 2004

u Denotes Under Review Best's Rating

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Kimley-Horn and Associates, Inc. (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Richard Busche, P.E., Senior Vice President
Kimley-Horn and Associates, Inc.
101 East Silver Springs Boulevard, Suite 400
Ocala, Florida, 34470
Phone:352-438-3000
Fax: 561-863-8175
Email: richard.busche@kimley-horn.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to General Civil Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant

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under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

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10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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

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properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

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11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

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12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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

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Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without

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additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer

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models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions

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in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master

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Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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

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any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

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Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Charles R Zegnat
Printed Name of Witness (1)

Signature of Witness (2)

Thomas E. Furlong
Printed Name of Witness (2)

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
RICHARD BUSCHE, P.E.,
SENIOR VICE PRESIDENT

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 28th day of December, 2021, by Richard V. Busche as Sr. Vice President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28th day of December, 2021.

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

JENNIFER L. HECKMAN
MY COMMISSION # GG 175007
EXPIRES: February 23, 2022
Bonded Thru Notary Public Underwriters

SEAL

Official use only

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-Kimley (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Kimley»Horn

Kimley-Horn and Associates, Inc.

RFQ 21-095
Hourly Labor Rate Schedule
Contract for Professional Services

Classification	*Rate*
Analyst	$130 - $175
Professional	$175 - $230
Senior Professional I	$220 - $310
Senior Professional II	$290 - $340
Senior Technical Support	$135 - $200
Support Staff	$95 - $125
Technical Support	$110 - $135

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/10/2021

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
Acentria Insurance - Inverness
117 N Seminole Ave
Inverness FL 34450

CONTACT NAME: Jennifer Benefield
PHONE (A/C, No, Ext): 352-637-5191 **FAX (A/C, No):** 352-637-2396
E-MAIL ADDRESS: mail@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Old Dominion Insurance Company	40231
INSURER C : Auto-Owners Insurance Company	18988
INSURER D : GuideOne National Insurance Company	14167
INSURER E :	
INSURER F :	

INSURED MICHCZE-02
Michael Czerwinski PA
2716 S Lecanto Hwy
Lecanto FL 34461

COVERAGES **CERTIFICATE NUMBER:** 1071536223 **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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	78278590	10/13/2021	10/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	B1G65961	10/13/2021	10/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000		Y	5144755200	10/13/2021	10/13/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	78459627	4/2/2021	4/2/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab Pollution Liab			ENV56200513600	4/29/2021	4/29/2022	Each claim Aggregate	1,000,000 2,000,000

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 WITH REGARDS TO THE GENERAL LIABILITY COVERAGE SHOWN ABOVE FOR AN WORK PERFORMED BY THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY, COMMERCIAL AUTO AND WORKERS COMPENSATION WAIVER OF SUBROGATION APPLIES.

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
Charles H. Lydick

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27060 (10-86)

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

FLORIDA

Any person for whom, or organization in which, you perform a service.

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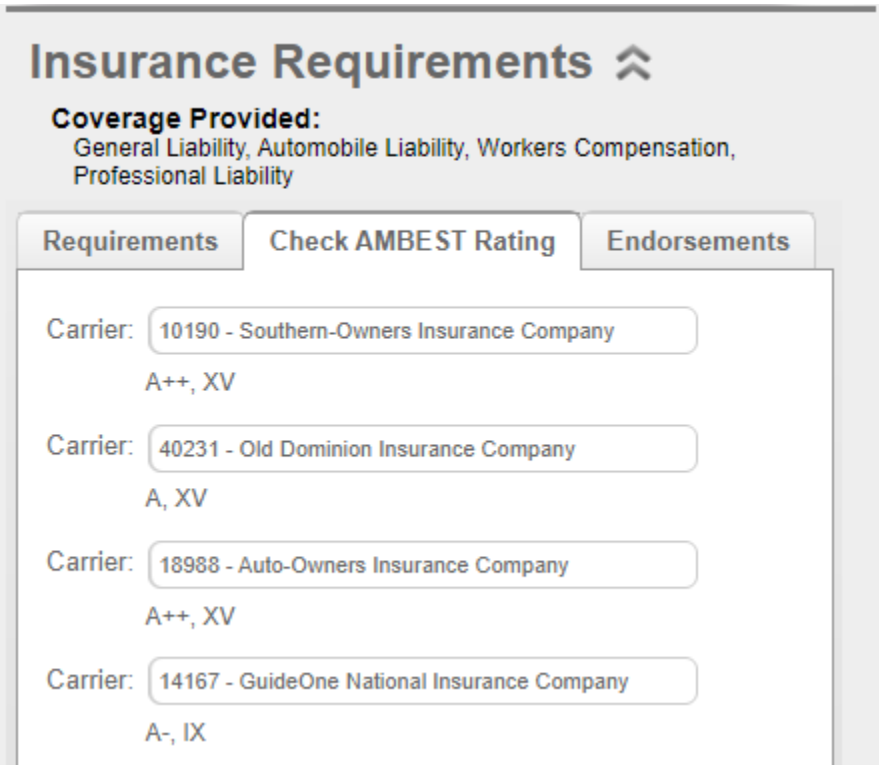
AMBEST 2022 MCG



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MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Michael G. Czerwinski, P.A. (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Michael G. Czerwinski, President
Michael G. Czerwinski, P.A.
2716 S. Lecanto Highway
Lecanto, Florida, 34461
Phone:352-249-1012
Fax: 352-249-1013
Email: mczerwinski@mgcenvironmental.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Geotechnical Engineer/Environmental/Construction Administration Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be

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entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result

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in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

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11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit

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payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

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14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after

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the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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,

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and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, as well as all data collected, together with summaries and charts derived there from, will be considered

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works made for hire and will become the property of County upon expiration or termination of the Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor

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provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate

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or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

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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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master 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)

Andrew Holland
Printed Name of Witness (1)

Signature of Witness (2)

Katie Wagner
Printed Name of Witness (2)

MICHAEL G. CZERWINSKI, P.A.

By: _____
MICHAEL G. CZERWINSKI, PRESIDENT

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14th day of December, 2021, by Melissa McDow & Katie Wagner as Andrew Holland who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14 day of December, 2021.

_____
NOTARY PUBLIC Signature
Printed Name: MELISSA MCDOW
Commission No.: Notary Public-State of Florida Commission # HH 89936
Expiration Date: My Commission Expires February 08, 2025

SEAL

Official use only

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-Czerwinski (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

Professional Rates (January 2021)

Title	Hourly Rate
Senior Scientist, Principal	$120.00
Environmental Scientist III / Project Manager	$80.00-$90.00
Environmental Scientist II	$70.00-$80.00
Environmental Scientist I	$65.00
Environmental Tech	$45.00
Clerical	$45.00
Expert Witness Testimony	$240.00
Manatee Observer	$75.00 ($500 / day)

Reimbursable expenses:		Cost	Unit	Cost	Unit
ATV (daily rate)		$150.00	daily	$500	weekly
Pickup Truck 4WD	$21.00/ hr.	$168.00	daily	$840	weekly
21 ft. Flats Boat		$500.00	daily	$2000	weekly
12 ft. Jon Boat & Electric Motor		$200.00	daily	$1000	weekly
Water Sampling Equipment (per item) (Kemmerer, Eckman Dredge, plankton net, seine, secchi disk)		$50.00	daily	$250	weekly
Multi-meter (D.O., temp, pH Cond.)		$125.00	daily	$1200	Monthly
Turbidity Monitor		$100.00	daily	$1000	Monthly
Soil Hand Auger		$75.00	daily		
Wooden Lathes		$50.00	bundle (50)		
Caution Tape		$20.00	roll		
Silt Screen (w/ stakes)		$60.00	roll (100 ft.)		
Landscape "Snow" mesh fence		$100.00	roll (100 ft.)		
Flagging		$12.00	roll		
Bucket Traps (Tortoise, skink)		$25.00	one time/ per trap		
Shermans Live Traps		$30.00	one time /per trap		
Kestrel Artificial Nest Box (Cypress) (does not include pole and installation)		$95.00	one		
Staff Gage (does not include post and installation)		$85.00	3.3 ft section		
B&W Copies		$0.15	page		
Color Copies		$0.30	page		

Reimbursable expense typically charged only on projects budgeted as Time and Materials (T & M)

2716 S. Lecanto Highway, Lecanto, Florida 34461
Phone (352) 249-1012 • Fax (352) 249-1013 • E mail: mczerwinski@mgcenvironmental.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2021

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
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101

CN102792561-PSI-PrPo-21-22

INSURED
Professional Service Industries, Inc.
5801 Benjamin Center Drive, Suite 112
Tampa, FL 33634

CONTACT NAME:	Marsh | U.S. Operations
PHONE (A/C, No, Ext):	866-966-4664
FAX (A/C, No):	212-948-0811
E-MAIL ADDRESS:	StLouis.CertRequest@Marsh.Com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Ins Co	26247
INSURER C : Steadfast Insurance Company	26387
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-009617145-26 **REVISION NUMBER:** 4

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO541569308	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 100,000 20,000 5,000,000 10,000,000 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 7296414-01	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC541569408	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$ $	6,000,000 6,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 7296412-01 (AOS) WC 7296413-01 (WI)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liability			EOC0206920-06	09/30/2021	09/30/2022	Each Claim/Aggregate: SIR:		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ # 21-095 Continuing Contract for Professional Services
Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers is/are included as Additional Insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies) and granted a Waiver of Subrogation as required by written contract. This insurance (except Workers' Compensation and Professional Liability) is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER
Citrus County, Florida
Attn: Purchasing Office
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
Marsh USA Inc.

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AGENCY CUSTOMER ID: CN102792561
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Professional Service Industries, Inc. 5801 Benjamin Center Drive, Suite 112 Tampa, FL 33634
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractor's Pollution Liability
Policy #: CPO16503597
Carrier: AIG Specialty Insurance Company - NAIC #26883
Effective Dates: 10/01/2021 - 10/01/2022
Limit of Liability: $5,000,000 Coverage A Each Loss
$5,000,000 Coverage B Each Loss
$10,000,000 Aggregate
Deductible: $100,000 Each Loss

Contractor's Pollution Liability: Other deductibles may apply as per policy terms and conditions.

Named Insured under General Liability, Auto Liability, Workers Compensation, Umbrella/Excess Liability, Contractor's Pollution and Professional Liability Includes:

Testing Holdings USA Inc.
Professional Service Industries, Inc.
dba Intertek-PSI
aka PSI
Professional Service Industries Holdings, Inc.
Professional Service Industries Enigeerings, PLLC
Pittsburgh Testing Laboratory, Inc.
PSI Acquisitions, Inc.
Midwest Engineering Services, Inc.
Wilson Inspection X-Ray Services, Inc.

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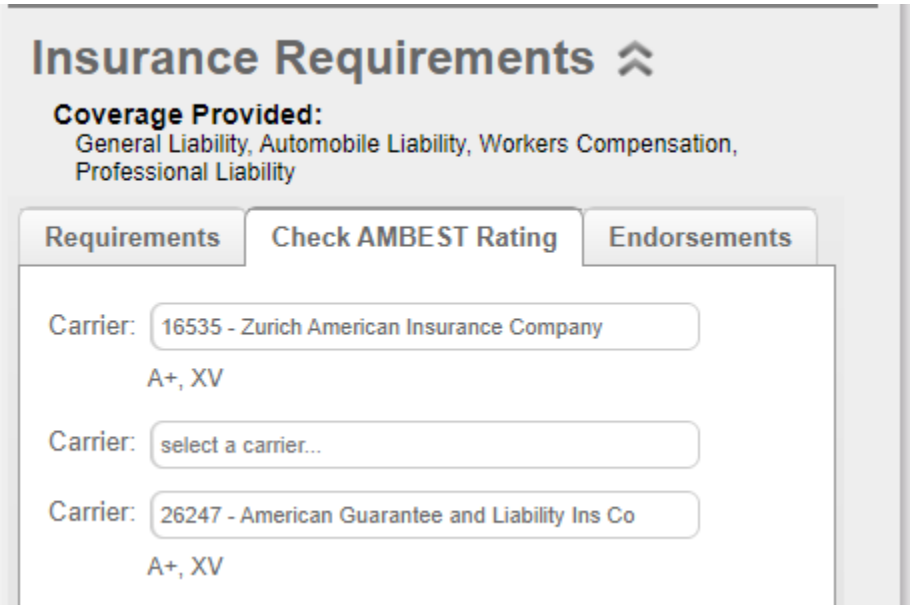
AMBEST 2021 PSI



Steadfast Insurance Company

AMB #: 003557 **NAIC #: 26387** **FEIN #: 520981481**

Domiciliary
1299 Zurich Way
Schaumburg, Illinois 60196-1056

United States

Address

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd
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, 086976 - 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 View Definition

Rating (Rating Category): A+ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: October 01, 2021

Initial Rating Date: June 30, 1974

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)

Outlook (or Implication): Positive

Action: Affirmed

Effective Date: October 01, 2021

Initial Rating Date: September 14, 2004

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Professional Service Industries, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
James Kenney, West Florida Branch Manager
Professional Service Industries, Inc.
5801 Benjamin Center Drive, Suite 112
Tampa, Florida
Phone:813-886-1075
Fax: N/A
Email: james.kenney@intertek.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Geotechnical Engineer/Environmental/Construction Administration Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result

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in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

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11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit

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payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

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14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after

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the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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,

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and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, as well as all data collected, together with summaries and charts derived there from, will be considered

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works made for hire and will become the property of County upon expiration or termination of the Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor

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provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate

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or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

KARAN · DAREKAR
Printed Name of Witness (1)

Signature of Witness (2)

Chris Haley
Printed Name of Witness (2)

PROFESSIONAL SERVICE INDUSTRIES, INC.

By: _____
JAMES KENNEY, WEST FLORIDA BRANCH MANAGER

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of December, 2021, by James Kenney as West Florida Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28 day of December, 2021.

Official use only

Carrie E Harkin
NOTARY PUBLIC Signature
Printed Name: Carrie E Harkin
Commission No.: HH 175067
Expiration Date: Sept 26, 2025

CARRIE E HARKIN
Notary Public - State of Florida
Commission # HH 175067
My Comm. Expires Sep 26, 2025
Bonded through National Notary Assn.

SEAL

ATTEST:

ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

EXHIBIT A

PSI FEE SCHEDULE – 2021
Citrus County Board of County Commissioners
Department of Management & Budget
RFQ 21-095

A. PROFESSIONAL SERVICES

Chief Engineer - (P.G. / P.E.)	$175.00 per hour
Principal Consultant (P.G. / P.E.)	150.00 per hour
Certified Industrial Hygienist (C.I.H.)	130.00 per hour
Project Manager/Sr. Engineer (P.E.)/Sr. Geologist (P.G.)/Sr. Roof Consultant	135.00 per hour
Senior Scientist/Geologist/Engineer/Biologist	135.00 per hour
Certified Infrared Thermographer	95.00 per hour
Project Scientist/Geologist/Engineer/Biologist/Roof Consultant	110.00 per hour
Construction Supervisor	85.00 per hour
Construction Foreman	75.00 per hour
Staff Scientist/Geologist/Engineer/Biologist/Roof Specialist	85.00 per hour
Environmental Specialist/Industrial Hygienist (IH)	75.00 per hour
Roof Inspector	65.00 per hour
Senior Technician/Equipment Operator	55.00 per hour
Industrial Hygienist Technician	65.00 per hour
Environmental/Field Technician	65.00 per hour

B. SUPPORT SERVICES

GIS Specialist	$70.00 per hour
CADD Draftsman	70.00 per hour
Administrative Assistant	55.00 per hour
Clerical	45.00 per hour

C. TRAVEL EXPENSES

Field Support Vehicle	$150.00 per day
Lodging, per man	250.00 per day
Per Diem, per man	35.00 per day

Travel time will be charged at applicable hourly rates and commercial travel will be billed at cost plus 15%.

D. ENVIRONMENTAL FIELD EQUIPMENT AND SUPPLIES

Organic Vapor Analyzer (OVA)	$150.00 per day
Multi-gas Monitor (LEL)	115.00 per day
Groundwater Parameter Meters	75.00 per day
Data Logger/Pressure Transducer	350.00 per day

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Generator (5 KW)	100.00 per day
Generator (10KW)	150.00 per day
Sediment Core	150.00 per day
Metal Detector	45.00 per day
Vibracore Sampler.	250.00 per day
Groundwater Sampling Kit	275.00 per day
Soil Sampling Kit	250.00 per day
Surveying Equipment	75.00 per day
Coring Drill	125.00 per day
Water Level Indicator/Interface Probe	25.00 per day
Digital Camera	25.00 per day
In-Line Filters	48.00 each
16 oz. Sample Jars with Lids, 24/case	30.00 per case

E. ASBESTOS, LEAD, IAQ, MOLD, AND OTHER LAB SERVICES

PLM – bulk samples (>48 hr. turn around)	$22.00 each
Point Count Analysis	65.00 each
PCM – air samples (>48 hr. turn around)	20.00 each
TEM – air samples (>48 hr. turn around)	125.00 each
Air Monitoring (8-hour shift)	650.00 per day
Air Monitoring (12-hour shift)	900.00 per day
Air Quality Sampling Kit	175.00 per day
Ambient Air Samples (non-viable)	75.00 each
Ambient Air Sample (viable)	75.00 each
Wall Cavity Samples (non-viable)	85.00 each
Tape/Lift Sample (non-viable)	75.00 each
Swab Sample	75.00 each
Culturable Fungi Identification and Enumeration	65.00 each
Total Fungal Spore Count	70.00 each
Endotoxin Analysis	115.00 each
Lead Bulk/Chip Sample	25.00 each
Lead Wipe Sample	25.00 each
Lead TCLP Sample	175.00 each

F. ROOF TESTING

Field Roof Cuts	$75.00 each
Roof Cut Analysis, ASTM D2829, D3617	475.00 per cut
Roof Core Analysis	75.00 per core
Moisture Content, Insulation	65.00 per specimen
Delmhorst Moisture Probe	50.00 per test
Aggregate Sieve Analysis	100.00 per sample
Wind Uplift Tests, bell chamber or bonded pull tests	
- mobilization	quoted per project
- single test, minimum	700.00 per test
- additional tests	250.00 per test
Fastener Pull Tests	55.00 per specimen
Airflow Measurement Hood	150.00 per day

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Infrared Equipment	200.00 per day
Infrared Mobilization	200.00 each
Nuclear Moisture Meter	200.00 per day
Nuclear Moisture Meter Mobilization	quoted per project

G. DRILLING SERVICES

Geoprobe Drilling Rig (2-man crew)	$3,000.00 per day
Ground Penetrating Radar (GPR)	$2,000.00 per day
Well Permits	50.00 each
Shallow Monitor Wells (1/2-inch dia, <15 ft)	215.00 each
Mobilization	550.00 per event
Standard Penetration Test (SPT) borings (0 to 50 feet)	15.00 per foot
Grout/Seal Boreholes (0 to 50 feet)	6.50 per foot
Casing Allowance (0 to 50 feet, 3 inch casing)	8.00 per foot
Boring Coordination and layout	75.00 per hour
Double Ring Infiltrometer Test	500.00 each
Auger Borings	10.00 per foot

H. CONSTRUCTION MATERIAL TESTING SERVICES

SOIL COMPACTION AND STABILITY

Standard or Modified Proctor Maximum Density Test in accordance with applicable ASTM Standards	$90.00 each
Field In-Place Density Test (Compaction Test) in accordance with applicable ASTM Standards for calibrated drive sleeve, sand cone or nuclear methods	25.00 each
Limerock Bearing Ratio Tests in accordance with F.D.O.T. procedures including Modified Proctor Test	300.00 each

CONCRETE TESTS

Compressive Strength of Concrete (ASTM C39)	90.00 per set
Compressive Strength CMU (ASTM C 140)	225.00 per set
Compressive Strength Testing of Hollow Masonry Prisms (ASTM E 447)	145.00 per prism
Compressive Strength of Grout Prisms for Cell Fill (ASTM C 1019)	90.00 per set
Molding, Curing and Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	90.00 per set
Mobilization of Concrete Core Rig	125.00 each

ASPHALT TESTS

Bitumen Extraction/Gradation (each)	$150.00 each
Marshall Stability (includes density & stability)	150.00 each
Asphalt Coring	65.00 per hour
Mobilization of Pavement Core Rig	125.00 each
Pavement Cores for Laboratory Density & Thickness Determinations	35.00 each

LABORATORY TESTS

Organic Content	$55.00 each
Moisture Content	10.00 each

Attachment: 1-18-22 Agenda-PSI (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Atterberg Limits	90.00 each
Percent Passing 200 Sieve (Wet Method)	50.00 each
Grain Size Analysis (Soil)	90.00 each
Grain Size Analysis (Aggregate)	90.00 each
Falling Head	200.00 each
Corrosion Series	330.00 each
LA Abrasion	150.00 each
pH of Soil	40.00 each

TECHNICAL SERVICES

The following hourly rates will be applicable to all general site or plant visits as they may be requested for the purpose of sampling materials, conducting inspections, providing continuous control and services,(ie: monitoring of concrete pours).

Engineering Technician	$50.00 per hour
Senior Engineering Technician	55.00 per hour
Structural Steel Inspector	
Visual Weld or Bolt Torque Testing	75.00 per hour
Fireproofing Inspector	70.00 per hour
NDE Inspection	125.00 per hour

I. SUBCONTRACTORS

Various Subcontract Fees ..... Cost + 25%

1. The above unit rates are based on an eight-hour day, Monday through Friday. Hours in excess of 8-hours per day or work performed on weekends will be billed at 1.5 times the normal rate. Personnel rates are billed on a portal to portal basis.
2. Drilling services are for two-wheel drive, truck-mounted drilling equipment. Rates for other types of equipment will be quoted for each assignment.
3. The above hourly unit rates will be billed in 1-hour increments.
4. Actual items will be billed if requested or required during field exploration.
5. Direct-push (Geoprobe) daily rate does not include difficult access, interior drilling, off-shore or barge-mounted drilling.
6. Maximum depth for Geoprobe depends on site conditions and is generally less than 60 feet.
7. Other services not listed will be quoted on a per project basis and approved by the Citrus County Project Manager or designated contact.
8. Labor rates will be subjected to a Cost of Living increase equal to the Consumer Price Index – Urban (CPI-U), effective at each yearly anniversary date of this Agreement.
9. Rates involving vehicle usage are subject to change based on the current price of gasoline in the area of the project.
10. A minimum charge of 4 hours applies to field testing and observation services.
11. Scheduling or cancellation of field testing and observation services is required at least 2 working days in advance of the date the services are to be performed. Services cancelled without advance notice will be subject to a minimum charge of 4 hours at the corresponding labor category.

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ACORD

TIERINC-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2021

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:	
Hub International Florida One Urban Centre 4830 W. Kennedy Boulevard Tampa, FL 33609	PHONE (A/C, No, Ext): (727) 797-0441	FAX (A/C, No): (727) 669-0673
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : The Phoenix Insurance Company	25623
	INSURER E : Illinois Union Insurance Company	27960
	INSURER F : Endurance American Specialty Insurance Company	41718

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 CLAIMS-MADE [X] OCCUR X Standard Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: $5,000,000 Maximum Limit	X	X	6601H805464	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 300,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	8109M551030	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,00 $ $ $ $ 10,00
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP1J383756	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE Over GL,AL,EL	$ 5,000,00 $ 5,000,00 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB4K202452	5/1/2021	5/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,00 $ 1,000,00 $ 1,000,00
E	Pollution/SIR 25,000			CPYG46634937005	5/1/2021	5/1/2022	$1M per Occ/Agg -->	2,000,00
F	Professional/E&O			DPL30001055702	5/1/2021	5/1/2022	SIR $25,000/ea & agg	5,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# 6511-21-409 Citrus County Continuing Contract for Professional Services, RFQ 21-095. Citrus County, Florida is included as Additional Insureds for General Liability and Auto Liability, and Waiver of Subrogation applies for General Liability, Auto Liability, & Workers' Compensation, when required in a written contract or agreement with the Insured, per the terms & conditions of the policy endorsements.

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida 3600 W Sovereign Path, Ste. 266 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. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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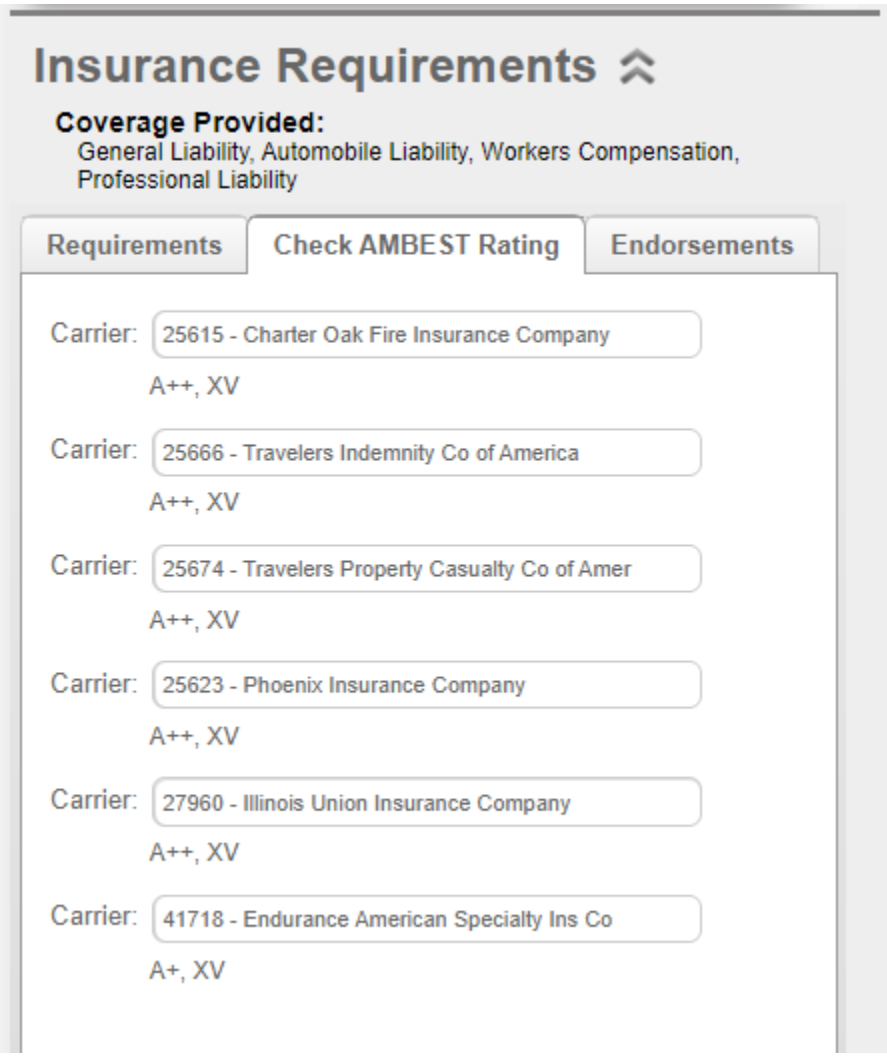
Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AMBEST 2022 Tierra



Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Tierra, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Larry Moore, Vice President
Tierra, Inc.
7351 Temple Terrace Highway
Tampa, Florida, 33637
Phone:813-989-1354
Fax: 813-989-1355
Email: lmoore@tierraeng.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Geotechnical Engineer/Environmental/Construction Administration Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be

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entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result

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in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

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11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit

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payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

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14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after

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the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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,

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and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, as well as all data collected, together with summaries and charts derived there from, will be considered

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works made for hire and will become the property of County upon expiration or termination of the Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor

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provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate

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or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by

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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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants 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. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

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Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

TIERRA, INC.

Jessica Chattin
Signature of Witness (1)

Jessica Chattin
Printed Name of Witness (1)

By: _____
LARRY MOORE, VICE PRESIDENT

Ashley Arnold
Signature of Witness (2)

Ashley Arnold
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 22 day of December, 2021, by Larry Moore as Vice President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 22 day of December, 2021.

Official use only

Ashley Arnold
NOTARY PUBLIC Signature
Printed Name: Ashley Arnold
Commission No.: GG200822
Expiration Date: 7-14-2022

SEAL
ASHLEY ARNOLD
Notary Public - State of Florida
Commission # GG 200822
My Comm. Expires Jul 14, 2022
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

TIERRA

December 16, 2021

Citrus County Board of County Commissioners
3600 W. Sovereign Path
Suite 266
Lecanto, FL 34461
Attention: Ms. Linda Morse, Purchasing & Contracts Manager

RE: Rate Package Information
Citrus County
RFQ 21-095 – Continuing Contract for
Professional Engineering Services
Tierra Project No.: 6511-21-409

Ms. Morse:

Tierra, Inc. appreciates the opportunity to be of service to Citrus County. The attached Rate Package was prepared in General Accordance with Tierra's latest approved Audit Information.

In our proposal package, Tierra listed two subconsultants; AECOM to provide A&E / Stormwater Support Services, and Coastal to provide Survey / Mapping Support Services. In the enclosed rate package, we have included fee schedules for AECOM and Coastal.

Tierra appreciates the opportunity to be of service to you. If you have any questions regarding the attached, please contact us at your earliest convenience.

Respectfully Submitted
TIERRA, INC.

Larry P. Moore, P.E.
Principal Geotechnical Engineer

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7351 Temple Terrace Highway
Tampa, Florida 33637
(813) 989 1354

TIERRA FEE SCHEDULE

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Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 150.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 55.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 105.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 75.00
105-Aggregate Soundness AASHTO T104	Test	$ 330.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 92.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 44.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 55.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 105.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 55.00
201-Asphalt Content FM 5-563	Test	$ 145.00
204-Asphalt Gradation FM 1-T030	Test	$ 85.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 365.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 315.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 60.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 33.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 35.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 60.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 11.20
402-Geo Auger Borings- Track	LF	$ 15.40
403-Geo Backhoe (Owned)	Day	$ 1,200.00
405-Geo Barge (Owned)	Day	$ 3,010.00
407-Geo Chainsaw (Owned)	Day	$ 82.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 575.00
416-Geo Dozer (Owned)	Day	$ 1,600.00
418-Geo Drill Crew Support Vehicle	Day	$ 270.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 105.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 105.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 120.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 120.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 105.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 105.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 120.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 120.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 335.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 315.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 33.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 44.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 62.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 78.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 85.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 105.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 55.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 60.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 22.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 15.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 21.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 26.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 250.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 305.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 360.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 210.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 220.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 260.00
525-Geo Well Development	Hour	$ 182.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 190.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 270.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 190.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 270.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,400.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,600.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 1,600.00
538-Geo Clearing Equipment	Day	$ 2,100.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 10.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 12.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 22.00
608 Mobilization Drill Rig Amphibious	Each	$ 10,750.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 9,500.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 510.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 780.00
618-Geo Mobilization Support Boat	Each	$ 500.00
619-Geo Mobilization Tri-Pod	Each	$ 1,310.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
620-Mobilization of Clearing Equipment	Each	$ 600.00
701-MOT Attenuator Truck	Hour	$ 208.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.00
706-MOT Portable Sign	Each	$ 45.00
708-MOT Provide Channelizing Devices - Cone	Each	$ 5.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 280.00
712-MOT Support Vehicle	Hour	$ 155.00
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 110.00
603-Mobilization Asphalt Coring equipment	Each	$ 250.00
606-Mobilization Concrete Coring	Each	$ 250.00
Maintenance of Traffic (at cost)	Day	
Geotechnical Soil Laboratory Testing		
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 110.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 150.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 305.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 355.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 350.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 60.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 45.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 15.50
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 46.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 200.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 70.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 320.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 300.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 39.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 70.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 124.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 120.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 58.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 145.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 70.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 138.00
Contamination Services		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Construction Materials Testing/Facilities Consulting and Testing Services		
Project Manager	Hour	$ 190.00
Senior Engineer	Hour	$ 190.00
Threshold Inspector	Hour	$ 190.00
Threshold Inspector's Representative	Hour	$ 85.00
Senior Project Engineer	Hour	$ 161.00
Engineering Technician	Hour	$ 68.00
Sr Engineering Technician	Hour	$ 83.00
Asphalt Plant Inspector	Hour	$ 75.00
Concrete Core Compression	Test	$ 65.00
Chloride Testing	Test	$ 220.00
Petrographic Testing (basic)	Test	$ 1,400.00
Masonry Block Testing - Compressive Strength (hollow)	Each	$ 65.00
Concrete Compressive Strength	Cylinder	$ 18.50
Grout Prism Testing	Set	$ 85.00
2x2 Cube Compressive Strength	Set	$ 70.00
Concrete Core Compressive Strength (includes Trimming and Capping)	Each	$ 65.00
Bitumen Extraction	Test	$ 120.00
Bitumen Gradation	Test	$ 90.00
Rice Specific Gravity	Each	$ 95.00
Laboratory Thickness and Density of Cores	Each	$ 38.00
Facilities Consulting and Testing Services		
Water Leakage Field Check		
AAMA 501.2 Spray Nozzle Testing (Max. 25' x 1-story)	Day	$ 1,000.00
ASTM D5957 Flood Testing Horizontal Waterproofing Installations (per roof)	Sq. Foot	$ 3.00
Chambered Water Penetration Testing		
ASTM E1105 Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls (Max 10' x 10')	Each	$ 550.00
ASTM E1646 Water Penetration of Exterior Metal Roof Panel Systems (Max 10' x 10')	Each	$ 550.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
ASTM C1601 Field Determination of Water Penetration of Masonry Wall Surfaces (Max 10' x 10')	Each	$ 550.00
Chambered Air Infiltration Testing		
ASTM E783 Field Measurement of Air Leakage through Installed Exterior Windows and Doors (Max 10' x 10')	Each	$ 450.00
ASTM E1680 Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems (Max 10' x 10')	Each	$ 450.00
Air Leakage Testing		
ASTM E1186 Air Leakage Site Detection in Building Envelopes and Air Barrier Systems - Bubble Gun	Area	$ 350.00
ASTM E741 Air Change by Means of a Tracer Gas Dilution	Day	$ 1,000.00
ASTM E779 Air Leakage Rate by Fan Pressurization	Sq. Foot	$ 0.55
ASTM E1827 Airtightness of Buildings using Orifice Blower Door	Sq. Foot	$ 0.55
Flooring Preparation		
ANSI/NFSI B101 Walkway Surface Audit (Walkway Slip Resistance)	Each	$ 135.00
ASTM E1155 (FF) Floor Flatness and (FL) Floor Levelness Numbers	Day	$ 650.00
ASTM F710 Prepare Concrete Floor to Receive Resilient Flooring (Alkalinity Testing)	Each	$ 35.00
ASTM F1869 Moisture Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride	Each	$ 55.00
ASTM F2170 Relative Humidity in Concrete Floor Slab using in-situ Probes	Each	$ 68.75
Adhesion Testing		
ASTM C1401 Structural Sealant Glazing	Each	$ 25.00
ASTM C1521 Evaluating Adhesion of Installed Weatherproofing Sealant Joints	Each	$ 25.00
ASTM C1736 Non-Destructive Evaluation of Adhesion of Installed Weatherproofing Sealant Joints using a Rolling Device	Each	$ 25.00
ASTM D3359 Rating Adhesion by Tape Test	Each	$ 25.00
ASTM D4541D7234 Pull-off Strength of Coatings using Portable Adhesion Testers	Area	$ 350.00
Coating Thickness Field Check		
ASTM E2924 Intumescent Coatings	Member	$ 155.00
ASTM B499 Measurement of Coating Thickness by Magnetic Method: Nonmagnetic Coatings on Magnetic Metals	Area	$ 155.00
ASTM D6132 Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge	Area	$ 155.00
Load Testing		
TAS 124-11 Field Uplift Resistance of Existing Membrane Roof Systems	Each	$ 575.00
TAS 105-98 Field Withdrawl Resistance Testing	Each	$ 55.00
ASTM E196 Gravity Load Testing of Floors and Low Slope Roofs	Each	$ 450.00
ASTM E455 Static Load Testing of Framed Floor or Roof Diaphragm Constructions	Each	$ 325.00
ASTM E2359 Field Pull Testing of In-Place EIFS Clad Wall Assembly	Each	$ 575.00
ASTM E3121 Field Testing of Anchors in Concrete or Masonry	Each	$ 275.00
ASTM C1583 Tensile Strength of Concrete Surfaces and Bond Strength by Direct Tension	Each	$ 325.00
ANSI/SPRI FX-1 Field Test to Determine Withdrawl Resistance of Roofing Fasteners	Each	$ 55.00
ANSI/SPRI IA-1 Field Test to Determine Uplift Resistance of Insulation	Each	$ 575.00
Fall Arrest Anchor Load Testing - Comply with OSHA and ASSE	Each	$ 375.00
Evaluations and Quality Assurance		
Thermography Moisture Survey (1st 50,000SF)	Day	$ 1,200.00
Water Intrusion Investigation	Day	$ 950.00
Pre/Post Construction Property Condition Assessments (fee based on Sq. Footage of Structure and Structure Type)	Day	
ADA Compliance Assessment	Day	$ 950.00
Vibration / Noise Monitoring	Day	$ 650.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
GPR Concrete Reinforcement Location	Day	$ 1,200.00
Building Envelope Evaluation with Aerial Drone	Day	$ 1,200.00
Professional Services		
QA Site Observations of Building Envelope Components	Hour	$ 90.00
Administration	Hour	$ 45.00
Project Management	Hour	$ 105.00
Roofing/Waterproofing Consulting	Hour	$ 120.00
Engineering and Technical Support Services		
Chief Engineer	Hour	$ 201.69
Chief Scientist	Hour	$ 161.79
Senior Engineer	Hour	$ 182.51
Engineer	Hour	$ 172.79
Engineering Intern	Hour	$ 88.77
Senior Engineering Technician	Hour	$ 94.91
Engineering Technician	Hour	$ 75.96
Senior Designer	Hour	$ 116.54
Secretary/Clerical	Hour	$ 78.22

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AECOM FEE SCHEDULE

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AECOM
7650 W Courtney Campbell Cswy
Tampa, FL 33607
813-286-1711

RFQ 21-095
Citrus County Continuing Services Contract

Rate Schedule

Office:	Hourly Rate
Senior Environmental Scientist	$137.00
Environmental Scientist	$121.00

Field:	Hourly Rate
CEI Senior Project Engineer	$248.00
CEI Project Administrator	$155.00
CEI Contract Support Specialist	$107.00
CEI Senior Inspector	$110.00
CEI Inspector	$73.00
CEI Inspector Aide	$57.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

COASTAL FEE SCHEDULE

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Coastal engineering associates, inc.
Engineering
Planning
Surveying
Environmental
Transportation
Construction Management

Citrus County Hourly Rates
Effective January 2022

Principal/Expert Testimony	$280.00
PLANNING	
Principal Planner (*Land Use/Transportation*)	$176.00
Senior Planner	$135.00
Senior Transportation Planner	$135.00
Staff Planner	$120.00
ENVIRONMENTAL	
Principal Environmental Scientist	$185.00
Senior Environmental Scientist	$125.00
ENGINEERING	
Principal Engineer* (*Environmental/Transportation/Drainage*)	$215.00
Project Manager	$215.00
Senior Project Engineer	$125.00
Project Engineer	$115.00
Senior Designer	$117.00
Designer	$92.00

*(Professional Engineer Registered in the State of Florida)

CONSTRUCTION OBSERVATION	
Principal	$215.00
Project Manager	$190.00
Senior Construction Manager/Inspector	$90.00
Construction Representative	$75.00
SURVEY	
Senior Land Surveyor	$165.00
Land Surveyor	$100.00
Survey Crew	$165.00
Senior Survey Technician	$90.00
Survey Technician	$75.00
SUPPORT PERSONNEL	
Administrative Support	$75.00

Attachment: 1-18-22 Agenda-Tierra (19804 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services, LLC
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On June 22, 2021, the Board awarded multiple providers to provide In-Home Health Services to Older Americans. 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.

Support Services (SS) 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

In order to best serve the needs of the clients, multiple providers are needed to provide services.

Staff desires to amend the Agreement with Viceroy Home Health, LLC to add Personal Care and Respite Care with Personal Care Services to the list of program services provided and modify the fee schedule to include the fee for these services.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance

Community Services – Multiple Department and Grants

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Viceroy Home Health, LLC to add Personal Care and Respite Care with Personal Care Services to their list of program services and modify the fee schedule to include the fees for these 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 Manager

Through: Mariselle Rodriquez, Director, Community Services MR

Through: Lynsie Roddenberry, Director, Support Services LR

From: Chris Gatto, Grant Administrator, Support Services

Subject: Contract Amendment Request

Date: November 17, 2021

We are requesting that an amendment be created for Viceroy to add Personal Care and Respite Care with Personal Care.

We need multiple Providers with these services in order to best serve our clients.

Please see attached Revised Exhibit "B".

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

EXHIBIT "B"							
RFQ 21-003							
VICEROY HEALTH 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 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	$ 20.00	
	2	$ 21.00	$ 21.00	$ 21.00	$ 21.00	$ 21.00	
	3	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	
Personal Care CCE, HCE, HOPE, IIIB	1	**$ 23.00**	**$ 23.00**	**$ 23.00**	**$ 23.00**	**$ 23.00**	
	2	**$ 23.75**	**$ 23.75**	**$ 23.75**	**$ 23.75**	**$ 23.75**	
	3	**$ 24.00**	**$ 24.00**	**$ 24.00**	**$ 24.00**	**$ 24.00**	
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	**$ 23.00**	**$ 23.00**	**$ 23.00**	**$ 23.00**		**$ 23.00**
	2	**$ 23.75**	**$ 23.75**	**$ 23.75**	**$ 23.75**		**$ 23.75**
	3	**$ 24.00**	**$ 24.00**	**$ 24.00**	**$ 24.00**		**$ 24.00**
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: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2021

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

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 Health, LLC dba Viceroy Home Services
2945 NE 3rd Street, Suite 203,, Ocala, FL, 34470

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 ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Yes	Yes	W2B15B200101	4/28/2021	4/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	Yes	Yes	W2B15B200101	4/28/2021	4/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A 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 (Errors and Omissions)			W2B15B200101	4/28/2021	4/28/2022	Occurrence/Aggregate	$1,000,000 / $3,000,000
B	Fidelity Bond 3rd Party BKT			BDJ-H281637-00	6/9/2021	6/9/2022	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: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/08/2022

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 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: customerservice@biBERK.com
INSURED Viceroy Home Health LLC Viceroy Home Services 2412 SW 20th Ct Ocala, FL 34471	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company — 10391 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 PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI 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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	N9WC287464	05/15/2021	05/15/2022	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 is included on the worker's compensation policy in favor of Citrus County Aging Resources (see endorsement attached)

CERTIFICATE HOLDER

Citrus County Aging Resources
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: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy 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 Aging Resources
Job Description: Home health care-non medical
Waiver Premium: 200.00

Class	State	Payroll Subject to Waiver
8835	FL	36,000

Person/Organization: Citrus County, Florida
Job Description: Home maker and companions
Waiver Premium: 200.00

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. N9WC287464 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy 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

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.

Based on AM Best's analysis, 051215 - Society of Lloyd's 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)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 21, 2021
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

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
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
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.

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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy 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
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

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

AMENDMENT NO. 2 TO AGREEMENT
RFQ 21-003
Elder Affairs and Older Americans
In Home Health Services

THIS AMENDMENT TO AGREEMENT 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 Viceroy Home Health, LLC (hereinafter referred to as "Provider").

WHEREAS, County and Provider entered into the Agreement for Services (Agreement) to provide In Home Health Services, specifically emergency alert response services for County's elderly community under the CCE & HOPE programs dated June 22, 2021, the contract term for the CCE, ADI, and HOPE Programs runs from July 1, 2021, for three (3) years with an option to renew for one additional three (3) year period. The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs runs from January 1, 2022, for three (3) years with an option to renew for one additional three (3) year period; and

WHEREAS, County and Provider entered into Amendment No. 1 to add Homemaker services to the list of program services to be provided by Provider and modified the fee schedule to include those fees; and

WHEREAS, County and Provider desire to amend the Agreement to add Personal Care and Respite Care with Personal Care Services to the list of program services to be provided by Provider and to further modify the rate schedule to include the rates for those services; and

NOW THEREFORE, in consideration of the original agreement and the foregoing recitals, County and Provider agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Provider hereby add Personal Care and Respite Care with Personal Care Services to the list of program services to be provided by Provider and modify the fee schedule to include those fees set forth in Exhibit "B" attached hereto.

3. County and Provider agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

JULIAN SIMSTERRA
Printed Name of Witness (1)

Blanca Fonseca
Signature of Witness (2)

Blanca Fonseca
Printed Name of Witness (2)

VICEROY HOME HEALTH, LLC..

BY: X
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 8th day of December, 2021, by Vanessa Jacques as Owner who is ☐ personally known to me or ☑ who produced Drivers License as identification.

Witness my hand and official seal this 8th day of December, 2021.

NOTARY PUBLIC Signature
Printed Name: Esmirna Caraballo
Commission No.: HH152413
Expiration Date: Aug 15, 2025

SEAL

ESMIRNA CARABALLO
Notary Public - State of Florida
Commission # HH 152413
My Comm. Expires Aug 15, 2025
Bonded through National Notary Assn.

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy 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	$20.00	
	2	$21.00	$21.00	$21.00	$21.00	$21.00	
	3	$22.00	$22.00	$22.00	$22.00	$22.00	
Personal Care CCE, HCE, HOPE, IIIB	1	$23.00	$23.00	$23.00	$23.00	$23.00	
	2	$23.75	$23.75	$23.75	$23.75	$23.75	
	3	$24.00	$24.00	$24.00	$24.00	$24.00	
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	$23.00	$23.00	$23.00	$23.00		$23.00
	2	$23.75	$23.75	$23.75	$23.75		$23.75
	3	$24.00	$24.00	$24.00	$24.00		$24.00
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: 1-18-21 Viceroy Support Docs - A2 (19817 : RFQ 21-003 Amendment No. 2; In-Home Health Srvs; Viceroy Home Health Services,

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities Systems
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On July 4, 2021, Staff issued a Request for Qualifications for RFQ 21-096 Continuing Contract for Water, Wastewater and Reclaimed Utility Systems Professional Engineering Services to submit Qualifications, to provide various professional Engineering services associated with public water, wastewater and reclaimed water systems. County staff received 14 Responses.

After evaluating the responses, staff desires to award the top eight-rated Consultant engineering firms to provide various professional engineering services for the Water Resources Department for a period of three years.

Staff has received four out of the eight Agreements and would like to award the following Consultants:

1. Jones, Edmunds & Associates, Inc., Gainesville, Florida
2. Burrell Engineering, Inc., Dunnellon, Florida
3. McKim & Creed, Inc. Tampa, Florida
4. Kimley-Horn Associates, Inc., Ocala, Florida

Staff will bring forward the following Agreement to be awarded when received on later dates:

1. Mead and Hunt, Inc., Tampa, Florida
2. Wright-Pierce, Inc. Tampa, Florida
3. Ardurra Group, Inc., Ocala, Florida
4. Halff Associates, Inc., Tavares, Florida

BUDGET IMPACT/FUNDING SOURCE:

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

Budget will impact various departments and account numbers in the Department of Water Resources for Professional Services including grant funding accounts.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Jones Edmunds & Associates, Inc., between Citrus County, Florida and Burrell Engineering, Inc., between Citrus County, Florida and McKim & Creed, Inc., and between Citrus County, Florida and Kimley-Horn and Associates, Inc. to provide continuing professional engineering services for water, wastewater and reclaimed water utility systems on an as needed basis.

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
1300 S. Lecanto Highway
Lecanto, Florida 34461-9014

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: Linda Morse, Purchasing and Contract Manager, Office of Management and Budget

From: Tina Malmberg, Utility Planning & Engineering Division, Director

Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.11.30 11:38:34-06'00'

Date: November 30, 2021

RE: **RFQ 21-096 - Continuing Contract for Professional Services for Water, Wastewater, and Reclaimed Water Utility Systems**

County staff has completed the evaluation of each Consultant firm and their proposals according to the criteria defined in the Request for Qualification #21-096. Based upon the overall evaluation and weighting of the written presentations, it is the opinion and recommendation of staff that following list of consultants be awarded the engineering services defined in RFQ 21-096.

1. Jones Edmunds & Associates, Inc.
2. Wright-Pierce, Inc.
3. Burrell Engineering, Inc.
4. Booth, Ern Straughan & Hiott, Inc.
5. McKim & Creed, Inc.
6. Kimley-Horn and Associates, Inc.
7. Ardurra Group, Inc.
8. Mead and Hunt, Inc.

As always, your assistance is greatly appreciated.

Attachment: 1-18-22 RFQ 21-096 Agenda Docs (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

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: (Two lines maximum) Request for Statements of Qualifications; Continuing Contract for Professional Services Water, Wastewater, and Reclaimed Water Utility Systems

DEPARTMENT / DIVISION: Utility Planning & Engineering

ACCOUNT NUMBER: (Four lines maximum)

BUDGET AMOUNT:

FINANCING REQUIRED: YES ☐ NO ■ **GRANT FUNDED:** YES ☐ NO ■

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Citrus County Board of County Commissioners (County), in compliance with the Consultants Competitive Negotiation Act (287.055 Florida Statutes), invites Letters of Interest and Statements of Qualifications from firms (or individual professionals), having qualifications and experience furnishing various professional services associated with public water, wastewater, and reclaimed water systems.

The County's Water Resources Department (Department) is responsible for the evaluation, planning, funding, design, permitting, and construction of various water, wastewater, and reclaimed water systems and facilities. As such, the Department routinely has the need to engage the services of various professionals to assist with tasks customarily associated with these systems and facilities. This project involves engaging firms (or individual professionals), on continuing contract basis, to assist with specific tasks as they are identified.

REQUESTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.28 14:14:56-04'00' **DATE** _____

DIVISION DIRECTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.28 14:15:12-04'00' **DATE** _____

DEPARTMENT DIRECTOR Ken Cheek Digitally signed by Ken Cheek Date: 2021.06.28 08:16:55 -04'00' **DATE** _____

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 6.29.2021

Attachment: 1-18-22 RFQ 21-096 Agenda Docs (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

RFQ 21-096 Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems

Evaluation for RFQ 21-096

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Required Forms, Documents, and Information	Total
Weight	**25**	**25**	**15**	**25**	**10**	**100**
Jones Edmunds & Associates, Inc.	24.00	23.00	14.00	23.00	10.00	94.00
Wright-Pierce, Inc.	22.33	23.33	14.00	23.67	10.00	93.33
Burrell Engineering, Inc.	23.33	23.00	13.00	21.00	10.00	90.33
Booth, Ern Straughan & Hiott, Inc.	21.67	23.00	14.33	21.00	10.00	90.00
McKim & Creed, Inc	23.67	22.33	13.67	19.00	10.00	88.67
Kimley-Horn and Associates, Inc.	22.33	22.33	11.33	22.00	10.00	88.00
Ardurra Group, Inc.	20.67	22.00	12.67	19.00	10.00	84.33
Mead and Hunt, Inc.	21.67	21.33	12.67	17.33	10.00	83.00
Metzger & Willard, Inc.	21.33	21.33	11.33	18.67	10.00	82.67
Cardno, Inc.	20.67	20.67	13.67	16.67	10.00	81.67
CHA Consulting, Inc.	19.67	20.00	13.00	18.67	10.00	81.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	20.33	12.00	18.67	10.00	80.00
ARMINIUS CONSULTANTS, LLC	19.67	19.67	11.67	17.00	10.00	78.00
Florida Technical Consultants, LLC	13.33	17.33	7.67	10.00	10.00	58.33

Attachment: 1-18-22 RFQ 21-096 Agenda Docs (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

RFQ 21-096 Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems

Evaluation for RFQ 21-096

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Required Forms, Documents, and Information	Total
Weight	**25.00**	**25.00**	**15.00**	**25.00**	**10.00**	**100.00**
Ardurra Group, Inc.	**20.67**	**22.00**	**12.67**	**19.00**	**10.00**	**84.33**
Layne Cady	21.00	20.00	11.00	23.00	10.00	85.00
Cynthia Skelhorn	24.00	23.00	15.00	23.00	10.00	95.00
Jeanette Smith	17.00	23.00	12.00	11.00	10.00	73.00
ARMINIUS CONSULTANTS, LLC	**19.67**	**19.67**	**11.67**	**17.00**	**10.00**	**78.00**
Layne Cady	15.00	15.00	10.00	20.00	10.00	70.00
Cynthia Skelhorn	20.00	20.00	12.00	16.00	10.00	78.00
Jeanette Smith	24.00	24.00	13.00	15.00	10.00	86.00
Booth, Ern Straughan & Hiott, Inc.	**21.67**	**23.00**	**14.33**	**21.00**	**10.00**	**90.00**
Layne Cady	22.00	22.00	13.00	24.00	10.00	91.00
Cynthia Skelhorn	23.00	24.00	15.00	23.00	10.00	95.00
Jeanette Smith	20.00	23.00	15.00	16.00	10.00	84.00
Burrell Engineering, Inc.	**23.33**	**23.00**	**13.00**	**21.00**	**10.00**	**90.33**
Layne Cady	23.00	22.00	12.00	23.00	10.00	90.00
Cynthia Skelhorn	23.00	22.00	13.00	23.00	10.00	91.00
Jeanette Smith	24.00	25.00	14.00	17.00	10.00	90.00
Cardno, Inc.	**20.67**	**20.67**	**13.67**	**16.67**	**10.00**	**81.67**
Layne Cady	22.00	22.00	13.00	23.00	10.00	90.00
Cynthia Skelhorn	24.00	23.00	15.00	22.00	10.00	94.00
Jeanette Smith	16.00	17.00	13.00	5.00	10.00	61.00

Attachment: 1-18-22 RFQ 21-096 Agenda Docs (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

CHA Consulting, Inc.	**19.67**	**20.00**	**13.00**	**18.67**	**10.00**	**81.33**
Layne Cady	20.00	15.00	11.00	20.00	10.00	76.00
Cynthia Skelhorn	24.00	24.00	15.00	22.00	10.00	95.00
Jeanette Smith	15.00	21.00	13.00	14.00	10.00	73.00
Dyer, Riddle, Mills & Precourt, Inc.	**19.00**	**20.33**	**12.00**	**18.67**	**10.00**	**80.00**
Layne Cady	15.00	15.00	10.00	20.00	10.00	70.00
Cynthia Skelhorn	24.00	23.00	15.00	23.00	10.00	95.00
Jeanette Smith	18.00	23.00	11.00	13.00	10.00	75.00
Florida Technical Consultants, LLC	**13.33**	**17.33**	**7.67**	**10.00**	**10.00**	**58.33**
Layne Cady	12.00	12.00	7.00	10.00	10.00	51.00
Cynthia Skelhorn	20.00	18.00	12.00	18.00	10.00	78.00
Jeanette Smith	8.00	22.00	4.00	2.00	10.00	46.00
Jones Edmunds & Associates, Inc.	**24.00**	**23.00**	**14.00**	**23.00**	**10.00**	**94.00**
Layne Cady	23.00	20.00	12.00	23.00	10.00	88.00
Cynthia Skelhorn	24.00	24.00	15.00	23.00	10.00	96.00
Jeanette Smith	25.00	25.00	15.00	23.00	10.00	98.00
Kimley-Horn and Associates, Inc.	**22.33**	**22.33**	**11.33**	**22.00**	**10.00**	**88.00**
Layne Cady	23.00	21.00	13.00	24.00	10.00	91.00
Cynthia Skelhorn	25.00	23.00	15.00	23.00	10.00	96.00
Jeanette Smith	19.00	23.00	6.00	19.00	10.00	77.00
McKim & Creed, Inc	**23.67**	**22.33**	**13.67**	**19.00**	**10.00**	**88.67**
Layne Cady	23.00	21.00	13.00	21.00	10.00	88.00
Cynthia Skelhorn	23.00	23.00	14.00	22.00	10.00	92.00
Jeanette Smith	25.00	23.00	14.00	14.00	10.00	86.00
Mead and Hunt, Inc.	**21.67**	**21.33**	**12.67**	**17.33**	**10.00**	**83.00**
Layne Cady	20.00	19.00	11.00	20.00	10.00	80.00
Cynthia Skelhorn	24.00	22.00	14.00	23.00	10.00	93.00
Jeanette Smith	21.00	23.00	13.00	9.00	10.00	76.00
Metzger & Willard, Inc.	**21.33**	**21.33**	**11.33**	**18.67**	**10.00**	**82.67**
Layne Cady	20.00	20.00	11.00	20.00	10.00	81.00
Cynthia Skelhorn	24.00	22.00	14.00	23.00	10.00	93.00
Jeanette Smith	20.00	22.00	9.00	13.00	10.00	74.00

Attachment: 1-18-22 RFQ 21-096 Agenda Docs (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

Wright-Pierce, Inc.	**22.33**	**23.33**	**14.00**	**23.67**	**10.00**	**93.33**
Layne Cady	22.00	21.00	12.00	22.00	10.00	87.00
Cynthia Skelhorn	24.00	24.00	15.00	24.00	10.00	97.00
Jeanette Smith	21.00	25.00	15.00	25.00	10.00	96.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/7/2021

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
Risk Strategies
12801 North Central Expy. Suite 1710
Dallas, TX 75243

CONTACT NAME: Brian R Hadar
PHONE (A/C, No, Ext): (214) 323-4602 **FAX (A/C, No):** (214) 503-88
E-MAIL ADDRESS: certificatedallas@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : XL Specialty Insurance Company	37885
INSURER E : Travelers Indemnity Company	25658
INSURER F :	

INSURED
Jones Edmunds & Associates, Inc,.
730 N.E. Waldo Road
Gainesville FL 32641

COVERAGES **CERTIFICATE NUMBER:** 65320972 **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 ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6808N190672	6/30/2021	6/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	BA8R804284	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	CUP8N201316	6/30/2021	6/30/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB8N190948	6/30/2021	6/30/2022	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		✓	DPR9980126	6/30/2021	6/30/2022	Per Claim Annual Aggregate	$5,000,000 $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, its board members, officers, employees, agents, successors and assigns are named additional insured on the General Liability and Auto Liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on General Liability, Auto Liability and Workers' Compensation as required by written contract.

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
Brian Hadar

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Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Risk Strategies	Jones Edmunds & Associates, Inc,. 730 N.E. Waldo Road Gainesville FL 32641
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Citrus County, Florida

ADDRESS: 3600 W Sovereign Path, Ste. 266 Lecanto FL 34461

Re: Job #RFQ 21-096, Continuing Contract for Professional Services Water, Wastewater, and Reclaimed Water Utility Systems.

Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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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

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, 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: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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

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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: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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 news, reports and products 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: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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 news, reports and products 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 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

Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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 news, reports and products 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 View Definition

Rating (Rating Category): A++ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

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: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Jones, Edmunds & Associates, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Stanley F. Ferreira, Jr., P.E., President & CEO
Jones, Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, Florida, 32641
Phone: 352-377-5821
Fax: 352-377-3166
Email: rferreira@jonesedmunds.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

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by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County access to all records. Consultant 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 Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state, or federal agencies.

18.8 Debarment: Consultant 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

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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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 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

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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.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Linda Lyles
Signature of Witness (1)

Linda Lyles
Printed Name of Witness (1)

JoAnne Talamo
Signature of Witness (2)

JoAnne Talamo
Printed Name of Witness (2)

JONES, EDMUNDS & ASSOCIATES, INC.

BY: _____
STANLEY F. FERREIRA, JR., P.E.,
PRESIDENT & CEO

Bkeerman 12/20/2021

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me, by means of [x] physical presence or [ ] online notarization, this 20th day of December, 2021, by Stanley F. Ferreira, Jr., PE as President and CEO of Jones Edmunds & Associates, Inc. who is [x] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 20th day of December, 2021.

Official use only

Kathy M Mercer-Miller
NOTARY PUBLIC Signature
Printed Name: Kathy M. Mercer-Miller
Commission No.: _____
Expiration Date: _____

SEAL

KATHY M. MERCER-MILLER
MY COMMISSION # GG 325556
EXPIRES: July 18, 2023
Bonded Thru Notary Public Underwriters

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-JEA (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

JonesEdmunds
Integrity • Knowledge • Service

Exhibit A

Citrus County RFQ 21-096
Continuing Contract for Professional Services
Water, Wastewater, and Reclaimed Water Utility Systems

Labor Category	Hourly Rate
Project Officer	$ 263
Senior Project Manager	$ 242
Project Manager	$ 195
Chief Engineer or Scientist	$ 247
Senior Engineer	$ 242
Senior Scientist	$ 168
Project Engineer	$ 195
Project Scientist	$ 158
Engineer or Scientist	$ 137
Engineer Intern (PhD)	$ 126
Engineer Intern or Associate Scientist	$ 105
Designer	$ 126
Senior CADD Designer	$ 121
CADD Designer	$ 111
Senior CADD Technician	$ 95
CADD Technician	$ 84
Systems Analyst	$ 179
Senior GIS Analyst or Senior GIS Programmer	$ 137
GIS Analyst or Programmer	$ 105
Senior GIS Technician	$ 84
GIS Technician	$ 74
Senior Database Administrator	$ 179
Database Administrator	$ 147
Environmental Data Analyst	$ 95
Senior Field Technician Environmental	$ 105
Field Technician Environmental	$ 90
Senior Construction Administrator	$ 168
Construction Administrator	$ 147
Senior Field Representative Construction	$ 111
Field Representative Construction	$ 95
Construction Project Coordinator	$ 79
Senior Administrative Assistant	$ 100
Administrative Assistant	$ 79
Senior Technical Editor	$ 142

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/30/2021

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
King Ins Agency of Gainesville, Inc
2321 NW 41st Street
Gainesville FL 32606

CONTACT NAME: King Insurance
PHONE (A/C, No, Ext): 352-377-0420 **FAX (A/C, No):** 352-415-8030
E-MAIL ADDRESS: Certificates@king-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Company	40231
INSURER B : Owners Insurance Company	32700
INSURER C : Southern-Owners Insurance Company	10190
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BURRENG-01
Burrell Engineering, Inc.
12005 N Florida Ave
Dunnellon FL 34434

COVERAGES **CERTIFICATE NUMBER:** 1383190806 **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** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	BPG0781D	5/12/2021	5/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	5329419000	5/4/2021	5/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	78181854	6/11/2021	6/11/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Vendors RFQ 21-096 - CONTRACT FOR PROFESSIONAL SERVICES.
Citrus County, Florida, Political Subdivision of the State of Florida is named as Additional Insured on the General Liability and Auto Liability Policies. General Liability is Primary & Non-Contributory. Waiver of Subrogation is in favor of Certificate Holder & Additional Insured on the General Liability, Auto and Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida
3600 West Sovereign Path., Suite 180
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
Dave Turgeon

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Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

FLORIDA

Any person for whom, or organization in which, you perform a service.

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

MAIN STREET AMERICA INSURANCE

Policy Number: BPG0781D

ADDITIONAL INSURED SCHEDULE

MAIN STREET AMERICA PROTECTION INSURANCE COMPANY

Named Insured BURRELL ENGINEERING INC Effective Date: 05-12-2021

Agent Name KING INS AGCY OF GAINESVILLE Agent No. 090302

Form Number	Form Title
BP 04 48	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION RYAN COMPANIES US INC ATTN: INSURANCE COORDINATOR 50 SOUTH TENTH STREET SUITE 300 GRAND LIVING AT CITRUS HILLS MINNEAPOLIS, MN 55403 850 W NORVALL BRYANT HEY 12005 N FLORIDA AVE DUNNELLON, FL 34434-2210
BP 04 48	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION WRIGHT-PIERCE 11 BOWDOIN MILL IS STE 140 TOPSHAM, ME 04086-1292 12005 N FLORIDA AVE DUNNELLON, FL 34434-2210
BP 04 48	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION CITRUS COUNTY FLORIDA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ATTN: PURCHASING 3600 W SOVEREIGN PATH STE 266 LECANTO, FL 34461-7676 12005 N FLORIDA AVE DUNNELLON, FL 34434-2210

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

POLICY NUMBER: BPG0781D

BUSINESSOWNERS
BP 04 97 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
As required by written contract or written agreement provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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INSURED COPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
12/3/2021

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 AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	**CONTACT NAME:** Casandra Milks **PHONE (A/C, No, Ext):** 13604743280 **FAX (A/C, No):** 13604743280 **E-MAIL ADDRESS:** casandra.milks@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Underwriters at Lloyd's, London/AEGIS
INSURED 1900 Burrell Engineering Inc 12005 N Florida Ave Dunnellon FL 34434	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 143283959 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** 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 Liab; Claims Made			1525/20U10119/108	3/1/2021	3/1/2022	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status is not available on Professional Liability Policy.
A waiver of subrogation applies to the Professional Liability when required by a written contract.
30 Day NOC Included in PL Wording

Project RFQ 21-096

CERTIFICATE HOLDER

Citrus County, Florida political subdivision
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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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
Initial Rating Date:	January 29, 2008

Owners Insurance Company

AMB #: 003628 **NAIC #: 32700** **FEIN #: 341172650**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160

United States

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

View Additional Address Information

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance 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.

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Based on AM Best's analysis, 000188 - Auto-Owners 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.

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, 2021

Initial Rating Date: June 30, 1976

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 09, 2021

Initial Rating Date: May 30, 2007

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Southern-Owners Insurance Company

AMB #: 011676 **NAIC #: 10190** **FEIN #: 593265407**

Mailing Address
P.O. Box 30660
Lansing, MI 48909-8160 United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

Based on AM Best's analysis, 000188 - Auto-Owners 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.

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 12, 2019
Initial Rating Date: July 31, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Action: Affirmed
Effective Date: September 12, 2019
Initial Rating Date: May 30, 2007

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.

Based on AM Best's analysis, 051215 - Society of Lloyd's 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)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: July 21, 2021

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 21, 2021

Initial Rating Date: August 12, 2004

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Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

AMB Rating Unit

Note: This data record represents an **AMB Rating Unit** and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

AMB #	Company Name	Best's FSR	Best's ICR
078649	Lloyd's Insurance Company (China) Ltd	A	a+
095926	Lloyd's Insurance Company S.A.	A	a+

u Denotes Under Review Best's Rating

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Burrell Engineering, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Troy E. Burrell, Jr., P.E., President
Burrell Engineering, Inc.
12005 N. Florida Avenue
Dunnellon, Florida 34434
Phone: 352-489-4144
Fax: 352-489-4741
Email: troyburrell@bellsouth.net

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

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9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

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by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County access to all records. Consultant 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 Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state, or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 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

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Kenneth L Ward
Signature of Witness (1)

Kenneth L. Ward
Printed Name of Witness (1)

Norman D Perry
Signature of Witness (2)

Norman D. Perry
Printed Name of Witness (2)

BURRELL ENGINEERING, INC.

BY: _____
TROY E. BURRELL, JR., P.E., PRESIDENT

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 DECEMBER, 2021, by TROY E. BURRELL, JR. as PRESIDENT who is ☒ personally known to me or ☐ who produced _____ as identification.

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

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

DEBORAH F. STITES
MY COMMISSION # GG 347619
EXPIRES: June 23, 2023
Bonded Thru Notary Public Underwriters

SEAL

Official use only

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

BEI BURRELL ENGINEERING, INC.
CIVIL ENGINEERING

12005 N. Florida Ave.
Dunnellon, FL 34434
PH 352-489-4144
FAX 352-489-4741

Exhibit C

Standard Hourly Billing Rates

Principal Engineer	$160.00/hr
Project Manager	$130.00/hr
Project Engineer	$ 100.00/hr
Senior Designer	$ 75.00/hr
Designer	$ 65.00/hr
Clerical	$ 40.00/hr
Expert Witness	
Preparation	$300.00/hr
Depositions	$300.00/hr
Testimony	$300.00/hr

Reimbursable Rates

Copies	$ 0.15 each
Color Copies	$ 0.35 each
Bond Plots (24x36)	$ 2.00 each
Bond Plots (18x24)	$ 1.00 each
Color Bond Plots (24x36)	$ 6.00 each

Blueprints actual cost from independent provider

Attachment: 1-18-22 Agenda-Burrell (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Client#: 216019 20MCKIMCRE

E.1.d.d

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
Post Office Box 13941
Durham, NC 27709
919 281-4500

CONTACT NAME: NC Certificate Team
PHONE (A/C, No, Ext): 919 281-4500 **FAX (A/C, No):** 8887468761
E-MAIL ADDRESS: NCCertificateTeam@McGriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Co of Reading PA	20427
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
McKim and Creed Inc
1730 Varsity Dr Ste 500
Raleigh, NC 27606-2689

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			7015339793	09/05/2021	09/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7015339776	09/05/2021	09/05/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			7015339809	09/05/2021	09/05/2022	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7015339762	09/05/2021	09/05/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Leased/Rented Equ			7015399847	09/05/2021	09/05/2022	$1,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: RFQ 21-096.
Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are Additional insured on the General Liability and Auto Liability if required by written/executed contract before a loss on a primary and non-contributory basis. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation if required by contract and where (See Attached Descriptions)

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

Robert K Stone

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JAW

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

DESCRIPTIONS (Continued from Page 1)

permitted by law. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/21/2021

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
Scott Insurance - Raleigh
2501 Blue Ridge Road
Suite 250
Raleigh NC 27607

CONTACT NAME: Toni Dyer
PHONE (A/C, No, Ext): 919.341.0746 **FAX (A/C, No):**
E-MAIL ADDRESS: tdyer@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Assurance Company (A+)	39462
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MCKI&CR-01
McKim & Creed, Inc.
1730 Varsity Drive
Venture IV Building, Suite 500
Raleigh NC 27606-2689

COVERAGES **CERTIFICATE NUMBER:** 2028375270 **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 & Contractor Pollution Liab			PCAB-5015353-0921	9/5/2021	9/5/2022	Each Claim/Aggregate Each Claim/Aggregate Self-Insd Retention	$5M / $10M $5M / $10M $500K / $1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project/Proposal # RFQ 21-096

30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

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
Kim Kravitis

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Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Berkley Assurance Company

AMB #: 014158 **NAIC #: 39462** **FEIN #: 591993236**

Administrative Office
7233 East Butherus Drive
Scottsdale, Arizona 85260-2410
United States

Web: www.wrberkley.com
Phone: 480-951-0905
Fax: 480-281-0910
View Additional Address Information

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation
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, 058496 - W. R. Berkley 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 29, 2011

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 29, 2011

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Valley Forge Insurance Company

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

AMB #: 002132 **NAIC #: 20508** **FEIN #: 231620527**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
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.

Based on AM 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

The Continental Insurance Company

AMB #: 002118 **NAIC #: 35289** **FEIN #: 135010440**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
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.

Based on AM 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
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:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

American Casualty Company of Reading, Pennsylvania

AMB #: 002127 **NAIC #: 20427** **FEIN #: 230342560**

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
Fax: 312-822-6419
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
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.

Based on AM 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Continental Casualty Company

AMB #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

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MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this 30 day of December, 2021_.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

McKim & Creed, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Robert Garland, P.E., ENV SP, DBIA, Vice President
McKim & Creed, Inc.
3903 Northdale Blvd., Suite 115E
Tampa, Florida, 33624
Phone: 941-379-3404 Est 1001
Fax: 941-203-1956
Email: rgarland@mckimcreed.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement,
(3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

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8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

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by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County access to all records. Consultant 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 Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state, or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. Equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 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

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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.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

MCKIM & CREED, INC.

Signature of Witness (1)

Ashley Shaw
Printed Name of Witness (1)

BY: _____
ROBERT GARLAND, P.E., ENV SP, DBIA
VICE PRESIDENT

Signature of Witness (2)

Daniel W. Keck
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 30th day of December, 2021, by Robert Garland as Vice President of McKim & Creed, Inc. who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 30th day of December, 2021.

Official use only

Shelly Ludwig
NOTARY PUBLIC Signature
Printed Name: Shelly Ludwig
Commission No.: GG 285158
Expiration Date: April 14, 2023

SHELLY LUDWIG
Notary Public - State of Florida
Commission # GG 285158
My Comm. Expires Apr 14, 2023
Bonded through National Notary Assn.

SEAL

ATTEST:

ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

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EXHIBIT "A"

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

Citrus County
RFQ 21-096
2022 Schedule of Hourly Rates

(For multi-year contracts, rates shall escalate annually at greater of 3% or previous year published CPI)

Employee Classification	Rate/Hour
Engineering	
Principal	$310
Senior Technical Specialist	$280
Technical Specialist	$250
Engineering Manager	$250
Senior Project Manager	$230
Project Manager	$200
Senior Project Engineer	$200
Project Engineer	$175
Staff Engineer	$135
Engineer Intern	$120
Senior I&C Specialist	$180
I&C Specialist	$140
Senior Programmer	$165
Programmer	$130
Design Manager	$135
Senior Designer	$125
Designer	$110
Senior CAD Technician	$95
CAD Technician	$80
Senior GIS Technician	$100
GIS Technician	$80
Field Services Manager	$140
Senior Field Technician	$100
Field Technician	$90
Sr. Project Administrator	$110
Project Administrator	$80
Administrative Assistant	$75

1365 Hamlet Avenue
Clearwater, FL 33765

727.442.7196.
Fax 727.461.3827

www.mckimcreed.com

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Construction

Senior Project Representative.....$160
Resident Project Representative.....$130
Construction Administrator.....$120

Surveying

Survey Senior Project Manager.....$225
Survey Project Manager.....$165
Surveyor/PSM.....$155
Survey CAD Technician.....$105
Field Survey (2-person field crew).....$165
Field Survey (3-person field crew).....$205
Field Survey (4-person field crew).....$245
(Laser scans to be negotiated on project specific basis)

Subsurface Utility Engineering

SUE Senior Project Manager.....$200
SUE Project Manager.....$170
SUE Analyst.....$110
Utility Engineering Tech II.....$100
Utility Engineering Tech I.....$ 95
Utility Engineering Designate Crew (2 Person).....$170
Utility Engineering Vacuum Excavation Crew (2 Person).....$200
Utility Engineering Vacuum Excavation Crew (3 Person).....$235
Core Rig (For Test Holes in Asphalt).....$125

Attachment: 1-18-22 Agenda-McKim (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Client#: 25320 KIMLHORN

E.1.d.e

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 **FAX (A/C, No):**
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 21-22** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 21-096 Continuing Contract for Prof Serv Water, Wastewater and Reclaimed Water Utility Systems; Richard Busche. Citrus County, a Political Subdivision of the State of Florida, its officers, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of
(See Attached Descriptions)

CERTIFICATE HOLDER

Citrus County, Florida
political subdivision of the
State of 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

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Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

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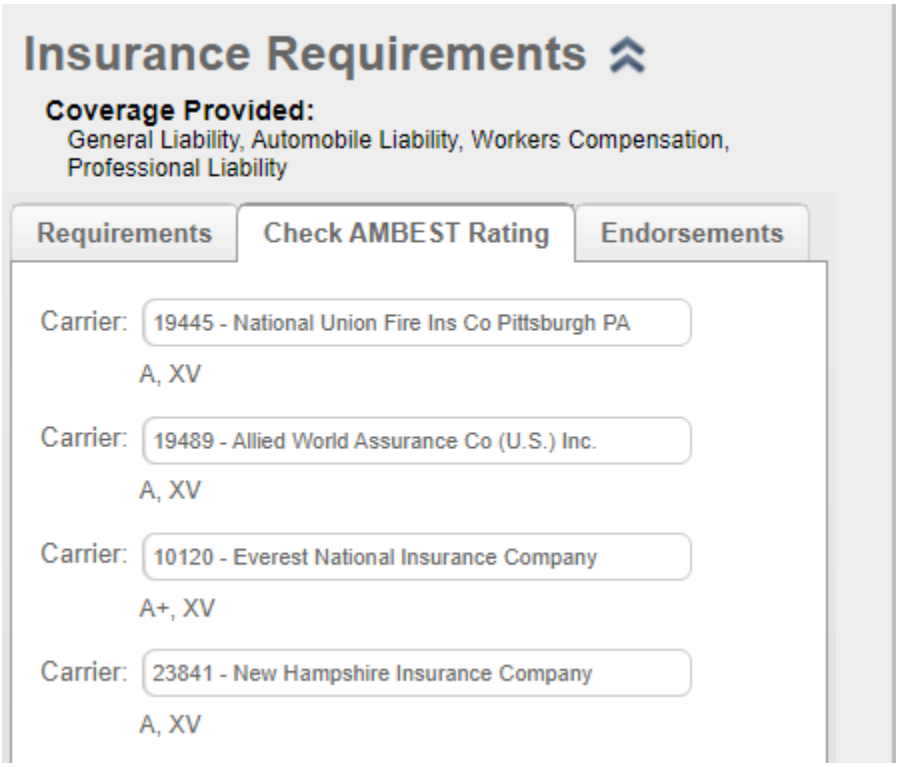
AMBEST 2022 KHA



Lloyd's

A.M. Best #: 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

Financial Strength Rating
BEST
A Excellent
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 Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2018
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2018
Initial Rating Date:	August 12, 2004

u Denotes Under Review Best's Rating

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

MASTER CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Kimley-Horn and Associates, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Alan J. Garri, P.E., Project Manager
Kimley-Horn and Associates, Inc.
101 East Silver Boulevard, Suite 400
Ocala, Florida, 33470
Phone: 352-438-3030
Fax: N/A
Email: alan.garri@kimley-horn.com

4.0 Notices: All notices between County and Consultant, 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 Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) 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 – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 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 Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, 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 Master Agreement/Work Authorization 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the Work Authorization. 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.

11.2 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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 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 Consultant 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",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 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 five (5) 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 Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant 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.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County access to all records. Consultant 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 Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant 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.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, 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.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, 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 Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant 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 Consultant 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.

16.0 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment 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 Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation 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, or local, state, or federal agencies.

18.8 Debarment: Consultant 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

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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.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant 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.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. Equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant 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).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, 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.

18.20 Governing Law and Venue: The Master 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

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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 Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant 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 Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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 Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant 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.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.29 Non-Collusion: Consultant 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 Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant 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.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 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 Consultant.

18.36 Schedules, Reports and Records: Consultant 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 Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant 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. Consultant 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master 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.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant'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.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 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

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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.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

James E Clayton III
Printed Name of Witness (1)

Signature of Witness (2)

Austin Cash
Printed Name of Witness (2)

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
RICHARD V. BUSCHE, P.E., SENIOR VICE PRESIDENT, PRINCIPAL

12-8-21

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 8th day of December, 2021, by Richard V. Busche, P.E. as Senior Vice President who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 8th day of December, 2021.

Official use only

S Boney
NOTARY PUBLIC Signature
Printed Name: Stacy Boney
Commission No.: GG240525
Expiration Date: 7/22/2022

SEAL

STACY BONEY
MY COMMISSION # GG 240525
EXPIRES: July 22, 2022
Bonded Thru Notary Public Underwriters

ATTEST:

_____
ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

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Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Classification	Rate
Analyst	$125 -$170
Professional	$170 - $220
Senior Professional I	$215 - $300
Senior Professional II	$280 - $330
Senior Technical Support	$130 - $195
Support Staff	$90 - $120
Technical Support	$105 - $130

Effective through June 30, 2022; Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Attachment: 1-18-22 Agenda-Kimley (19788 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On November 7, 2021, staff issued an invitation to bid to provide a tree, brush, construction and demolition debris disposal facility for Citrus County Road Maintenance Division. There were 3 bids received.

Staff recommends award to all three contractors and will be used according to proximity of the counties project site on an as needed basis.

Award Tree and Brush disposal to Waste Pro of Florida dba Citrus Landfill, Inc., Sand/Land of Florida Enterprises, Inc., and Sean M. Gerrits, Inc. dba SMG Inc.

Award Construction and Demolition Debris to Waste Pro of Florida dba Citrus Landfill, Inc. and Sand/Land of Florida Enterprises Inc.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4102-53400	Contractual	$308,697	$13,913		$195,078

Road Maintenance – Contractual Services *Available Balance prior to award.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Waste Pro of Florida dba Citrus Landfill, Inc., between Citrus County, Florida and Sand/Land of Florida Enterprises, Inc., and between Citrus County, Florida and Sean M. Gerrits, Inc. dba SMG Inc. to provide Tree, Brush, Construction and Demolition Debris Disposal Facility on an as need basis.

DocuSign Envelope ID: 4F87E992-7286-4754-83AC-AA7C22268D1F

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 in Docusign, send to requested staff that electronic signature is required.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Tree, Brush, Construction and Demolition Debris Disposal Facilities
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Road Maintenance

ACCOUNT NUMBER: 102-4102-53400
(Four lines maximum)

BUDGET AMOUNT: $55,000.

FINANCING REQUIRED: YES [ ] NO [X] **GRANT FUNDED:** YES [ ] NO [X]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Provide facility(s) for disposal of tree, brush, and construction and demolition debris.

REQUESTOR (SIGNATURE)	DocuSigned by: Deborah M. Albritton CFA047BF1BBA439...	**DATE**	4/19/2021 | 1:14:12 PM EDT
REQUESTOR (PRINT NAME)	Deborah M. Albritton	**DATE**	4/19/2021 | 1:14:12 PM EDT
DIVISION DIRECTOR	DocuSigned by: James L. Sterling 703A240647E2AB2...	**DATE**	4/19/2021 | 1:24:15 PM EDT
DEPARTMENT DIRECTOR	DocuSigned by: Randall S Oliver 819AB06F635E4C0...	**DATE**	4/19/2021 | 2:27:53 PM EDT
MANAGEMENT & BUDGET DIRECTOR	DocuSigned by: Colleen Scott 2F545E3B682A4A7...	**DATE**	4/19/2021 | 3:37:39 PM EDT

Attachment: Agenda Docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

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 December 1, 2021

TO : Linda Morse, Purchasing and Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Randall Olney, Public Works Director RSO

SUBJECT : Bid Award – ITB 22-026 – Tree, Brush, Construction and Demolition Debris Disposal

Staff is recommending awarding ITB 22-026 on a split bid basis for Tree and Brush Debris and Construction and Demolition Debris disposal as follows:

Awarding Tree and Brush Disposal to Waste Pro of Florida, Inc. d/b/a/ Citrus Landfill, Inc., Sandland of Florida Enterprises, Inc., and Sean M. Gerrits, Inc. d/b/a/ SMG, Inc. as the lowest qualified bidders based on haul proximity to disposal.

Awarding Construction and Demolition Debris Disposal to Waste Pro of Florida, Inc. d/b/a Citrus Landfill, Inc. and Sandland of Florida Enterprises, Inc. as the lowest qualified bidders based on haul proximity to disposal.

If you require additional information, please do not hesitate to contact me.

JLS/dma

Attachment: Agenda Docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

ITB22-026 Bid Tabulation

Company Name	Sean M. Gerrits, Inc dba SMG, Inc.	Waste Pro of Florida, Inc. DBA Citrus Landfill, Inc.	Sandland of Florida Enterprises, Inc.
Tree & Brush Debris	**Price per Load**	**Price per Load**	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$90.00	$90.00	$85.00
DUMP TRUCK (16-20 cubic yard)	$120.00	$120.00	$95.00
FLAT BED (6 cubic yard)	$36.00	$36.00	$60.00
TRASH TRUCK (25 cubic yard)	$150.00	$150.00	$105.00
Construction & Demolition Debris	**Price per Load**	**Price per Load**	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	n/a	$90.00	$95.00
DUMP TRUCK (16-20 cubic yard)	n/a	$120.00	$105.00
FLAT BED (6 cubic yard)	n/a	$36.00	$45.00
TRASH TRUCK (25 cubic yard)	n/a	$150.00	$155.00
Excess Excavated Earth	**Price per Load**	**Price per Load**	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$90.00	no charge	no charge
DUMP TRUCK (16-20 cubic yard)	$120.00	no charge	no charge
FLAT BED (6 cubic yard)	$36.00	no charge	no charge
TRASH TRUCK (25 cubic yard)	$150.00	no charge	no charge
Add all lines for TOTAL BASE BID	$792.00	$792.00	$745.00

Attachment: Agenda Docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2021

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
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554--GAWU-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : N/A	N/A
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Waste Pro of Florida, Inc
DBA Citrus Landfill, Inc.
3890 Grover Cleveland Blvd.
Homosassa, FL 34446

COVERAGES **CERTIFICATE NUMBER:** ATL-005077261-18 **REVISION NUMBER:** 9

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			GEC300138204	11/22/2021	11/22/2022	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$	5,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$	1,000,000
	OTHER:						GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY			RAE943788404	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$	4,000,000
	X ANY AUTO			SIR: $2,000,000			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)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			RWD300138004 (AOS)	11/22/2021	11/22/2022	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (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
D	Excess Workers Compensation			RWE943549704 (FL,GA)	11/22/2021	11/22/2022	Employers Liability:		1,000,000
							SIR:		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Award- ITB 22-026

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers 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 and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

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

Marsh USA Inc.

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Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

Greenwich Insurance Company

AMB #: 011095 **NAIC #: 22322** **FEIN #: 951479095**

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

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 news, reports and products 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 17, 2021
Initial Rating Date:	June 30, 1991

Long-Term Issuer Credit View Definition

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XL Insurance America, Inc.

AMB #: 002423 **NAIC #: 24554** **FEIN #: 756017952**

Administrative Office
70 Seaview Avenue
Stamford, Connecticut 06902
United States

Web: www.axaxl.com
Phone: 203-964-5200
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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.

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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:	September 17, 2021
Initial Rating Date:	June 30, 1950

Long-Term Issuer Credit View Definition

Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

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

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 news, reports and products 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 17, 2021
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit View Definition

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SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Waste Pro of Florida dba Citrus Landfill, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
James Sterling, Director Citrus County Road Maintenance Division 1300 S. Lecanto Hwy Lecanto, Florida 34461 Phone: 352-527-7610 Fax: 352-527-7607 Email: james.sterling@citrusbocc.com	Keith Banasiak, President Waste Pro of Florida dba Citrus Landfill, Inc. 3890 W. Grover Cleveland Blvd. Homosassa, Florida 34446 Phone: 239-229-7500 Fax: N/A Email: kbanasiak@wasteprousa.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 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.

6.0 Agreement Documents:
1. Exhibit "A" - Compensation

7.0 Term of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement with an option to renew for an additional two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service while a new agreement is being solicited, evaluated, and/or awarded.

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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: The Services to be provided by Contractor is a facility(s) to dispose of tree, brush, construction, and demolition debris for the County. 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.

10.0 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 "A", attached to this Agreement. Contractor may request an increase in fees for any of the additional renewal terms. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 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.

11.2 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.

11.3 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".

11.4 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.

11.5 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.

11.6 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.

11.7 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.

12.0 Warranties:

12.1 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.

12.2 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.

12.3 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

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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.

12.4 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.

13.0 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 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 JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 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.

14.1 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.

14.2 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.

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14.3 Workers Compensation and Employer's Liability:

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.4 Other Insurance Provisions:

14.4.1 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.

14.4.2 The project's Bid number shall be noted on the certificate. **ITB 22-026**

14.4.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.4.4 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.

14.4.5 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.

14.4.6 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. 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.

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

14.4.8 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

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separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.4.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.4.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.4.11 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.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions 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 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, 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.

16.0 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.

17.0 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.

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18.0 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.

19.0 Additional Terms and Conditions:

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence

over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 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 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.

19.8 County 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.

19.9 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.

19.10 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.

19.11 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.

19.12 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.

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Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

19.13 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.

19.14 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).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, 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, subcontractors, 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, subcontractor 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, subcontractors, 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 subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 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.

19.17 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 subcontractors 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 subcontractors 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 subcontractors is NOT allowed.

Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

19.18 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 subcontractors, 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.

19.19 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.

19.20 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.

19.21 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.

19.22 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.

19.23 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 the 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 the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors 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.

19.25 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.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who 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 CareerSource CLM of all awards involving construction and other types of services. CareerSource 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. Successful Bidder will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Bidder's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 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.

19.28 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 bona fide employees or subcontractors 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.

19.29 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.

Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

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19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, 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.

19.31 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

19.32 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.

19.33 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.

19.34 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.

19.35 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, subcontractors, 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 subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 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.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 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 the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 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 the County of any other or further exercise thereof or the exercise of any other right.

20.0 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: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

WASTE PRO OF FLORIDA
DBA CITRUS LANDFILL, INC.

Signature of Witness (1)

Tracy Meehan
Printed Name of Witness (1)

Signature of Witness (2)

David Huntt
Printed Name of Witness (2)

BY: _____
KEITH BANASIAK, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of December, 2021, by Keith Banasiak as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 15th day of December, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Glenda J. Camarda
Commission No.: GG 934798
Expiration Date: January 4, 2024

SEAL

GLENDA J. CAMARDA
Commission # GG 934798
Expires January 4, 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: _____
RONALD E. KITCHEN, JR. CHAIRMAN

DATE: _____

Attachment: Citrus Landfill, Inc supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal

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Exhibit A

Bid Tabulation

ITB 22-026, Re-Bid Tree, Brush, Construction and Demolition Debris Disposal Facility

Company Name	Waste Pro of Florida, Inc. dba Citrus Landfill, Inc.
Tree & Brush Debris	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$90.00
DUMP TRUCK (16-20 cubic yard)	$120.00
FLAT BED (6 cubic yard)	$36.00
TRASH TRUCK (25 cubic yard)	$150.00
Construction & Demolition Debris	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$90.00
DUMP TRUCK (16-20 cubic yard)	$120.00
FLAT BED (6 cubic yard)	$36.00
TRASH TRUCK (25 cubic yard)	$150.00
Excess Excavated Earth	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	no charge
DUMP TRUCK (16-20 cubic yard)	no charge
FLAT BED (6 cubic yard)	no charge
TRASH TRUCK (25 cubic yard)	no charge

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2021

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 Olson Insurance Group 3901 West 95th Street Evergreen Park IL 60805	CONTACT NAME: Jeff A Jeff PHONE (A/C, No, Ext): (708) 636-8484 FAX (A/C, No): (708) 636-8289 E-MAIL ADDRESS: Lori.K@Olson-Ins.com
INSURED Sand Land of Florida Enterprises, Inc P.O. Box 328 Holder FL 34445	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE Property and Casualty Ins Co — 20699 INSURER B : Westchester Surplus Lines — 10172 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: Cert ID 12581 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	G4681793A 005	09/26/2021	09/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X P.I.P. X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	H08466890 005	09/26/2021	09/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) P.I.P.	$ 1,000,000 $ $ $ $ 50,000
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G46817941 005	09/26/2021	09/26/2022	EACH OCCURRENCE AGGREGATE GL/Pollution Only	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) 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	$ $ $
B	Pollution			G4681793A 005	09/26/2021	09/26/2022		$ 1,000,000 $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured (Commercial General Liability, and Commercial Auto coverage only when required by written contract): Citrus County, Florida.

A waiver of subrogation applies in favor of the additional insured(s) on the Commercial General Liability and Commercial Automobile Liability coverage.

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida 3600 W. Sovereign Path Ste. 180 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. AUTHORIZED REPRESENTATIVE Lori.K@Olson-Ins.com (708) 983-7367

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Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

SANDLAN-02 MARTINP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2021

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 License # 0E67763 Insurance Office of America 1 Sleiman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: Patricia Martin PHONE (A/C, No, Ext): (904) 394-8440 FAX (A/C, No): E-MAIL ADDRESS: Patti.Martin@ioausa.com
INSURED Sand Land of Florida Enterprises, Inc. & Gateway Rolloff Services, LP POB 328 Holder, FL 34445	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Insurance Company of the West — 27847 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A	X	WFL 504401103	10/15/2021	10/15/2022	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)
Re operations at Citrus County Landfill, Citrus County Solid Waste Division located at 230 W. Gulf to Lake Highway, Lecanto, Florida, 34461
Waiver of Subrogation applies. 30 day (10 day for non-payment) notice of cancellation applies.

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

A. Hw Bt II

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Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

ACE Property and Casualty Insurance Company

AMB #: 001996 **NAIC #: 20699** **FEIN #: 060237820**

Mailing Address
P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of 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.

Based on AM Best's analysis, 058303 - Chubb 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 View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

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E.1.e.c

Search Results

Results Per Page: 20

New Search westchester Search

Click the **AMB #** link for additional information about each company. For more Search Options use our Advanced Search.

Credit Ratings | Issue Credit Ratings

2 rated or non-rated companies, branches or issuers of debt ratings found.
Criteria used: Company Names starting with "westchester" .

AMB #	Company Name	FSR	FSR Outlook / Implication	Long Term ICR	ICR Outlook / Implication	Short Term ICR	Company Domicile	Issue Ratings Available
003368	Westchester Fire Insurance Company Insurance - Property/Casualty (Operating Company)	A++	Stable	aa+	Stable		US: Pennsylvania	No
004433	Westchester Surplus Lines Insurance Co Insurance - Property/Casualty (Operating Company)	A++	Stable	aa+	Stable		US: Georgia	No

Visit the AM Best Rating Services website for a complete overview of our rating process and methodologies.

The symbol **"u"** denotes a Best's Rating that is currently Under Review.
The term "Rating Unit" identifies individual insurers or a consolidation of member companies that are assigned the same Best's Credit Rating.

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures
A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures
A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its

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Search Results

Results Per Page: 20

New Search insurance company of the w Search

Click the **AMB #** link for additional information about each company. For more Search Options use our Advanced Search.

Credit Ratings | Issue Credit Ratings

2 rated or non-rated companies, branches or issuers of debt ratings found. Please note that consolidated data records or branch companies are indented below their respective legal entity.
Criteria used: Company Names starting with "insurance company of the west" .

AMB #	Company Name	FSR	FSR Outlook / Implication	Long Term ICR	ICR Outlook / Implication	Short Term ICR	Company Domicile	Issue Ratings Available
004667	Insurance Company of the West Insurance - Property/Casualty (Operating Company) 019407 ICW Pool (C) *Insurance - Property/Casualty (Operating Company - Company Consolidation)* 002967 ICW Pool (G) *Insurance - Property/Casualty (Data Consolidation - AM Best Consolidated Group)* **Rating Unit**	**A**	Stable	**a**	Positive		US: California	No
083357	Insurance Company of the West Indies Ltd Insurance - Property/Casualty (Operating Company)	**NR**		**nr**			Jamaica	No

Visit the AM Best Rating Services website for a complete overview of our rating process and methodologies.

The symbol **"u"** denotes a Best's Rating that is currently Under Review.
The term "Rating Unit" identifies individual insurers or a consolidation of member companies that are assigned the same Best's Credit Rating.

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SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Sand/Land of Florida Enterprises, Inc., (Contractor).

2.0 Designated Contact Person as to County:

James Sterling, Director
Citrus County Road Maintenance Division
1300 S. Lecanto Hwy
Lecanto, Florida 34461
Phone: 352-527-7610
Fax: 352-527-7607
Email: james.sterling@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

Louis Paveglio, C.E.O.
Sand/Land of Florida Enterprises, Inc.
PO. Box 328
Holder, Florida 34445
Phone: 352-489-6912
Fax: 352-489-6930
Email: sandlandtf@yahoo.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 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.

6.0 Agreement Documents:

19. Exhibit "A" – Compensation

7.0 Term of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement with an option to renew for an additional two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service while a new agreement is being solicited, evaluated, and/or awarded.

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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: The Services to be provided by Contractor is a facility(s) to dispose of tree, brush, construction, and demolition debris for the County. 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.

10.0 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 "A", attached to this Agreement. Contractor may request an increase in fees for any of the additional renewal terms. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 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.

11.2 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.

11.3 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".

11.4 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

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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.

11.5 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.

11.6 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.

11.7 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.

12.0 Warranties:

12.1 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.

12.2 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.

12.3 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

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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.

12.4 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.

13.0 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 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 JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 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.

14.1 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.

14.2 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.

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14.3 Workers Compensation and Employer's Liability:

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.4 Other Insurance Provisions:

14.4.1 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.

14.4.2 The project's Bid number shall be noted on the certificate. **ITB 22-026**

14.4.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.4.4 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.

14.4.5 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.

14.4.6 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. 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.

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

14.4.8 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

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separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.4.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.4.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.4.11 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.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions 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 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, 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.

16.0 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.

17.0 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.

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18.0 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.

19.0 Additional Terms and Conditions:

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence

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over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 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 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.

19.8 County 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.

19.9 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.

19.10 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.

19.11 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.

19.12 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.

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

19.13 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.

19.14 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).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, 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, subcontractors, 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, subcontractor 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, subcontractors, 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 subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 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.

19.17 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 subcontractors 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 subcontractors 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 subcontractors is NOT allowed.

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

19.18 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 subcontractors, 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.

19.19 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.

19.20 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.

19.21 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.

19.22 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.

19.23 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

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

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 the 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 the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors 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.

19.25 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.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who 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 CareerSource CLM of all awards involving construction and other types of services. CareerSource 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. Successful Bidder will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Bidder's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 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.

19.28 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 bona fide employees or subcontractors 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.

19.29 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.

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, 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.

19.31 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

19.32 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.

19.33 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.

19.34 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.

19.35 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, subcontractors, 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 subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 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.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 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

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

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 the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 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 the County of any other or further exercise thereof or the exercise of any other right.

20.0 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: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

SAND/LAND OF FLORIDA ENTERPRISES, INC.

Signature of Witness (1)

Carlo Paveglio
Printed Name of Witness (1)

Signature of Witness (2)

Ashley Telesco
Printed Name of Witness (2)

BY: _____
LOUIS PAVEGLIO, C.E.O.

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of December, 2021, by Louis Paveglio as CEO who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 20th day of December, 2021.

Official use only

Elizabeth Steele
NOTARY PUBLIC Signature
Printed Name: Elizabeth Steele
Commission No.: HH138805
Expiration Date: 6/06/2025

SEAL

Elizabeth Steele
Notary Public
State of Florida
Comm# HH138805
Expires 6/6/2025

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR. CHAIRMAN

DATE: _____

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

Exhibit A

Bid Tabulation
ITB 22-026, Re-Bid Tree, Brush, Construction and Demolition Debris Disposal Facility

Company Name	Sand/Land of Florida Enterprises, Inc.
Tree & Brush Debris	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$85.00
DUMP TRUCK (16-20 cubic yard)	$95.00
FLAT BED (6 cubic yard)	$60.00
TRASH TRUCK (25 cubic yard)	$105.00
Construction & Demolition Debris	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$95.00
DUMP TRUCK (16-20 cubic yard)	$105.00
FLAT BED (6 cubic yard)	$45.00
TRASH TRUCK (25 cubic yard)	$155.00
Excess Excavated Earth	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	no charge
DUMP TRUCK (16-20 cubic yard)	no charge
FLAT BED (6 cubic yard)	no charge
TRASH TRUCK (25 cubic yard)	no charge

Attachment: SandLand supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2021

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 M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606 1-813-229-8021	CONTACT NAME: Michelle Waltz PHONE (A/C, No, Ext): 813-984-3613 FAX (A/C, No): 813-354-4807 E-MAIL ADDRESS: mwaltz@mewilson.com
INSURED Sean M Gerrits Inc. DBA SMG, Inc. P.O. Box 581 Crystal River, FL 34423	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: IMPERIUM INS CO — 35408 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: M.E. Wilson Inc.

COVERAGES **CERTIFICATE NUMBER:** 63575783 **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CONIIC0000049800	11/01/21	11/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CONIIC0000049900	11/01/21	11/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CONIIC0000050000	11/01/21	11/01/22	P.I.P EACH OCCURRENCE AGGREGATE	$ 10,000 $ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) 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)

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as an Additional Insured for General Liability (including Ongoing and Completed Operations) when required by written contract and additional insured on the Auto policy. This insurance shall be Primary and Non-Contributory to any other insurance available to or maintained by Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers. A Waiver of Subrogation applies in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers with respects to the General Liability & Auto policy when required by written contract. The Excess Policy is follow form over the

CERTIFICATE HOLDER

Citrus County, Florida, a politicalsubdivision of the State of Florida

3600 W. Sovereign Pass

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

Robert B. Nathan

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Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2021

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 SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS FL 32716	CONTACT NAME: Sihle Certificate Department PHONE (A/C, No, Ext): 407-869-0962 FAX (A/C, No): 407-774-0936 E-MAIL ADDRESS: certificates@sihle.com
INSURED SMGINC0-01 Sean M. Gerrits, Inc. d/b/a S.M.G., Inc. PO Box 581 Crystal River FL 34423	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Interstate Insurance — 31895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 819966203 **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-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER						PRODUCTS - COMP/OP AGG	$
								$
	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		AVWCFL2967292021	3/1/2021	3/1/2022	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH)						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)

A Waiver of Subrogation applies in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers with respects to the Workers Compensation policy when required by written contract.

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: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

Imperium Insurance Company

AMB #: 003758 **NAIC #: 35408** **FEIN #: 132930697**

Domiciliary Address
800 Gessner Road Suite 600
Houston, Texas 77024
United States

Web: www.skywardinsurance.com
Phone: 713-935-4830

AM Best Rating Unit: AMB #: 018717 - Skyward Specialty Insurance Group
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.

Based on AM Best's analysis, 055309 - Skyward Specialty 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 View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 19, 2021
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

E.1.e.d

American Interstate Insurance Company

AMB #: 003585 **NAIC #: 31895** **FEIN #: 581181498**

Administrative Office
2301 Highway 190 West
DeRidder, Louisiana 70634-6005
United States

Web: www.amerisafe.com
Phone: 800-256-9052
Fax: 888-331-8670
View Additional Address Information

AM Best Rating Unit: AMB #: 018211 - AMERISAFE Insurance Group
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.

Based on AM Best's analysis, 051277 - AMERISAFE, 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 (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 24, 2021
Initial Rating Date:	June 30, 1976

Long-Term Issuer Credit View Definition

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Sean M. Gerrits Inc., (Contractor).
dba SMG Inc.

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
James Sterling, Director Citrus County Road Maintenance Division 1300 S. Lecanto Hwy Lecanto, Florida 34461 Phone: 352-527-7610 Fax: 352-527-7607 Email: james.sterling@citrusbocc.com	Sean M. Gerrits, President Sean M. Gerrits Inc. dba SMG, Inc. 6730 N. Citrus Avenue Crystal River, Florida 34428 Phone: 352-795-7170 Fax: 352-795-8723 Email: smgtrucking@yahoo.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 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.

6.0 Agreement Documents:
1. Exhibit "A" - Compensation

7.0 Term of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement with an option to renew for an additional two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service while a new agreement is being solicited, evaluated, and/or awarded.

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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: The Services to be provided by Contractor is a facility(s) to dispose of tree, brush, construction, and demolition debris for the County. 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.

10.0 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 "A", attached to this Agreement. Contractor may request an increase in fees for any of the additional renewal terms. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 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.

11.2 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.

11.3 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".

11.4 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

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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.

11.5 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.

11.6 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.

11.7 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.

12.0 Warranties:

12.1 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.

12.2 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.

12.3 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

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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.

12.4 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.

13.0 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 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 JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 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.

14.1 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.

14.2 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.

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14.3 Workers Compensation and Employer's Liability:

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.4 Other Insurance Provisions:

14.4.1 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.

14.4.2 The project's Bid number shall be noted on the certificate. **ITB 22-026**

14.4.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.4.4 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.

14.4.5 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.

14.4.6 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. 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.

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

14.4.8 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

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separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.4.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.4.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.4.11 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.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions 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 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, 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.

16.0 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.

17.0 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.

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18.0 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.

19.0 Additional Terms and Conditions:

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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."

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence

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over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 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 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.

19.8 County 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.

19.9 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.

19.10 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.

19.11 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.

19.12 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.

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19.13 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.

19.14 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).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, 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, subcontractors, 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, subcontractor 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, subcontractors, 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 subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 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.

19.17 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 subcontractors 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 subcontractors 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 subcontractors is NOT allowed.

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

19.18 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 subcontractors, 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.

19.19 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.

19.20 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.

19.21 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.

19.22 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.

19.23 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

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

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 the 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 the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors 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.

19.25 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.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who 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 CareerSource CLM of all awards involving construction and other types of services. CareerSource 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. Successful Bidder will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Bidder's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 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.

19.28 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 bona fide employees or subcontractors 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.

19.29 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.

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, 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.

19.31 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

19.32 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.

19.33 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.

19.34 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.

19.35 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, subcontractors, 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 subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 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.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 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

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

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 the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 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 the County of any other or further exercise thereof or the exercise of any other right.

20.0 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: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Theresa Wellert
Signature of Witness (1)

Theresa Wellert
Printed Name of Witness (1)

James York
Signature of Witness (2)

James York
Printed Name of Witness (2)

SEAN. M GERRITS, INC. DBA SMG, INC.

BY: Sean M. Gerrits
SEAN M. GERRITS, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2021, by Sean M. Gerrits as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 10 day of December, 2021.

Official use only

Brandi Bobst
NOTARY PUBLIC Signature
Printed Name: Brandi Bobst
Commission No.: _____
Expiration Date: _____

Brandi Bobst
Notary Public
State of Florida
Comm# HH133064
Expires 5/23/2025

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR. CHAIRMAN

DATE: _____

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

Exhibit A

Bid Tabulation
ITB 22-026, Re-Bid Tree, Brush, Construction and Demolition Debris Disposal Facility

Company Name	Sean M. Gerrits, Inc dba SMG, Inc.
Tree & Brush Debris	**Price per Load**
DUMP TRUCK (12-15 cubic yard)	$90.00
DUMP TRUCK (16-20 cubic yard)	$120.00
FLAT BED (6 cubic yard)	$36.00
TRASH TRUCK (25 cubic yard)	$150.00

Attachment: SMG supporting docs (19809 : ITB 22-026 (REBID) Tree, Brush, Construction and Demolition Debris Disposal Facility)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On November 7, 2021, staff advertised ITB 22-027 Transportation and Disposal of Waste Tires at Central Landfill and received one bid response.

Staff has reviewed the Bid and recommends award to Empire Tire of Edgewater, LLC as the lowest, responsive, and responsible Bidder.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5218-53400	Contractual	$950,900	$64,538	$405,389	$480,972

Recycling – Other Contractual Services *Available Balance prior to Award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Empire Tire of Edgewater, LLC for the Transportation and Disposal of Waste Tires at Central Landfill.

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 35,000

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 send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: (Two lines maximum) Contractor Services for the Transportation and Disposal of Waste Tires from the Citrus County Central Landfill.

DEPARTMENT / DIVISION: Public Works / Solid Waste Management

ACCOUNT NUMBER: (Four lines maximum) 401-5218-53400

BUDGET AMOUNT: $126,500

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Contractor shall provide for the transportation and disposal of whole tires and partial tires (with or without rims) at an Florida Department of Environmental Protection (FDEP) approved facility.

The County will pay the Contractor on a per ton basis. Payments will be based upon the shipment's weight recorded at the landfill's Scalehouse. Empty tare weights are required for each shipment.

JUSTIFICATION FOR EXPENDITURE:

Florida Administrative Code 62-701 prohibits the disposal of Whole tires into a Class 1 municipal solid waste landfill.

REQUESTOR (SIGNATURE) _____ **DATE** 7/26/2021

REQUESTOR (PRINT NAME) Joshua McMinds **DATE** 7/26/2021

DIVISION DIRECTOR _____ **DATE** 7/26/2021

DEPARTMENT DIRECTOR _____ **DATE** 7/29/21

MANAGEMENT & BUDGET DIRECTOR Cpeott **DATE** 8.04.2021

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

MEMORANDUM

DATE: December 7, 2021

TO: Linda Morse, Purchasing & Contract Manager, Department of Management & Budget

FROM: Dan Sherlock, Acting Director of Solid Waste Management

THROUGH: Randall Olney PE, Public Works Director RSO

SUBJECT: ITB # 22-027, Rebid- Transportation and Disposal of Waste Tires at the Central Landfill

---

Empire Tire of Edgewater, LLC. was the only bid submitted for the Transportation and Disposal of Waste Tires at the Central Landfill. Based on this fact and after review of the bid submittal, staff recommends award of the above referenced contract to Empire Tire of Edgewater, LLC.

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

Bid Tabulation

ITB 22-027, Rebid - Transportation and Disposal of Waste Tires at the Central Landill	Empire Tire of Edgewater, LLC		
Item #1 Whole Tire without Rims	$183.00	per ton x 100	$18,300.00
Item #2 Whole Tires with Rims	$183.00	per ton x 100	$18,300.00
Item #3 Oversized Tires	$288.00	per ton x 100	$28,800.00
Total			**$65,400.00**

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

EMPITIR-01 MOYERL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2021

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Lauren Moyer PHONE (A/C, No, Ext): (407) 998-4219 FAX (A/C, No): E-MAIL ADDRESS: Lauren.Moyer@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Admiral Insurance Company — 24856
INSURED Empire Tire of Edgewater II LLC 4888 West Colonial Drive Orlando, FL 32808	INSURER B : American Hallmark Insurance Company of Texas — 43494
	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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	FEIEIL2321704	2/24/2021	1/25/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A09900003	2/25/2021	2/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ $ $ $	1,000,000 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FEIEXS2321804	2/24/2021	1/25/2022	EACH OCCURRENCE AGGREGATE Aggregate	$ $ $	1,000,000 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) 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	Pollution Liability			FEIEIL2321704	2/24/2021	1/25/2022	Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property/Equipment Policy No: BRB0009285 Western World Insurance (2nd Layer) Eff 1/25/2021-1/25/2022 - $25,000 Deductible
Property/Equipment Policy No: IPG968723 General Star (3rd Layer) Eff 1/25/2021-1/25/2022 - $25,000 Deductible

Certificate Holder is named as Additional Insured as required by written contract.

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: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (877) 266-6850 **FAX (A/C, No):** **E-MAIL ADDRESS:** pbscerts@paychex.com
INSURED Paychex Business Solutions, LLC Alt. Emp: Empire Tire of Edgewater LLC 911 Panorama Trail South Rochester, NY 14625	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Zurich Insurance Company / 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21FL0951020772 **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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 12-68-329-01	06/01/2021	06/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,0 $ 2,000,0 $ 2,000,0
				Location Coverage Period:	06/01/2021	06/01/2022	**Client#** 20001582-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:
Empire Tire of Edgewater LLC
4888 W Colonial Dr
Orlando, FL 32808

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

Mary P Storti

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Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

Admiral Insurance Company

AMB #: 003026 **NAIC #: 24856** **FEIN #: 222235730**

Administrative Office
7233 East Butherus Drive
Scottsdale, Arizona 85260-2410
United States

Web: www.admiralins.com
Phone: 480-951-0905
Fax: 480-281-0910
View Additional Address Information

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation
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, 058496 - W. R. Berkley 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 30, 1957

Long-Term Issuer Credit View Definition

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

American Hallmark Insurance Company of Texas

AMB #: 001728 **NAIC #: 43494** **FEIN #: 751817901**

Administrative Office
Two Lincoln Centre 5420 Lyndon B. Johnson Freeway Suite 1100
Dallas, Texas 75240-2435
United States

Web: www.hallmarkgrp.com
Phone: 817-348-1600
Fax: 817-348-1820
View Additional Address Information

AM Best Rating Unit: AMB #: 018605 - Hallmark Insurance Group
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.

Based on AM Best's analysis, 051075 - Hallmark Financial Services, 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- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	November 16, 2021
Initial Rating Date:	June 29, 1992

Long-Term Issuer Credit View Definition

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

American Zurich Insurance Company

AMB #: 002743 **NAIC #: 40142** **FEIN #: 363141762**

Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056
United States

Web: www.zurichna.com
Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd
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, 086976 - 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 01, 2021
Initial Rating Date:	June 30, 1982

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 202__.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Empire Tire of Edgewater, LLC, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Dan Sherlock, Acting Director Solid Waste Management 230 W. Gulf to Lake Highway Lecanto, Florida 34461 Phone: 352-527-7670 Fax: 352-527-7672 Email: dan.sherlock@citrusbocc.com	Clifton J. McFadden Jr., MGRM Empire Tire of Edgewater, LLC 4888 W. Colonial Drive Orlando, Florida 32808 Phone: 321-303-2096 Fax: 407-250-5877 Email: empiretire@hotmail.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 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.

6.0 Agreement Documents:

1. Exhibit "A" – Scope of Services

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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: 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.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing per ton as noted herein.

Whole Tires Without Rims: $183.00 per ton

Whole Tires With Rims: $183.00 per ton

Oversized Tires: $288.00 per ton

Contractor may request an increase in fees for the three-year renewal term. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 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.

11.2 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.

11.3 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".

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11.4 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.

11.5 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.

11.6 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.

11.7 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.

12.0 Warranties:

12.1 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.

12.2 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.

12.3 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

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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.

12.4 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.

13.0 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 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 JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 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.

14.1 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.

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14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for 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.

14.3 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.

14.4 Workers Compensation and Employer's Liability:

14.4.1 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.

14.4.2 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.

14.4.3 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.

14.7 Other Insurance Provisions:

14.7.1 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.

14.7.2 The project's proposal number shall be noted on the certificate. **ITB 22-027**

14.7.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.7.4 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.

14.7.5 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.

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14.7.6 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. 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.

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

14.7.8 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.

14.7.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.7.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.7.11 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.

15.0 Indemnification: Contractor shall indemnify, save, and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions 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 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, 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.

16.0 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

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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.

17.0 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.

18.0 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.

19.0 Additional Terms and Conditions:

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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:

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"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."

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 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 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.

19.8 County 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.

19.9 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.

19.10 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.

19.11 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

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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.

19.12 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.

19.13 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.

19.14 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).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, 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, subcontractors, 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, subcontractor 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, subcontractors, 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 subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 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.

19.17 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 subcontractors 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

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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 subcontractors 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 subcontractors is NOT allowed.

19.18 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 subcontractors, 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.

19.19 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.

19.20 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.

19.21 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.

19.22 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.

19.23 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

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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 the 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 the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors 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.

19.25 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.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who 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 CareerSource CLM of all awards involving construction and other types of services. CareerSource 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. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 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.

19.28 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 bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

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.

19.29 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.

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, 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.

19.31 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

19.32 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.

19.33 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.

19.34 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.

19.35 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, subcontractors, 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 subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 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.

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 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 the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 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 the County of any other or further exercise thereof or the exercise of any other right.

20.0 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: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

EMPIRE TIRE OF EDGEWATER, LLC

Signature of Witness (1)

HEATHER GRAVES
Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____
CLIFTON J. MCFADDEN JR., MGRM

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 23rd day of December, 2021, by CLIFTON MCFADDEN JR. as MGRM who is ☐ personally known to me or ☑ who produced FL DL as identification.

Witness my hand and official seal this 23rd day of December, 2021.

Official use only

NOTARY PUBLIC Signature _____
Printed Name: Teresa Postle
Commission No.: GG 273959
Expiration Date: Feb 17, 2023

SEAL

TERESA POSTLE
Commission # GG 273959
Expires February 17, 2023
Bonded Thru Budget Notary Services

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR, CHAIRMAN

DATE: _____

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

EXHIBIT "A"

SCOPE OF SERVICES

The contractor shall provide per ton pricing for the transportation and disposal of whole tires and partial tires (with and without rims).

1. Tires shall be loaded on to Contractor's trucks by the County and then transported by the Contractor to an FDEP approved Waste Tire Processing Facility.

2. Tires with rims will also occasionally need to be loaded and transported. The County typically receives a significantly less amount of rimmed tires than without rims and reserves the right to dispose of and transport rimmed tires with the oversized tires (and at the oversized tires price) for convenience.

3. On an "as-needed" basis, undersized (< 22-inch diameter), and oversized (> 22-inch diameter) tires will be loaded and transported. Processed tires shall include all Florida Department of Transportation (FDOT) type tires, smaller non-DOT tires, not to exceed 2% by weight and tires scraps, out-of-round tires and racing slicks.

4. Waste Tire pick-ups are conducted on a periodic basis. The County will make efforts to remove dirt and foreign material from all tires. The Contractor must accept a maximum of 2% of the total tire count as being degraded and/or adulterated.

5. The Contractor must provide within 72 hours of notification, open-top trailers for immediate delivery, which will be loaded by the County upon arrival. Should the Contractor not be able to comply with a 72-hour notification for pick-up, the Contractor shall notify the County and provide an alternative schedule to pick-up.

6. The Contractor shall be compensated for the disposal services as follows:

Tires without rims at unit pricing per ton.
Tires with rims at unit pricing per ton.
Oversized tires at unit pricing per ton.

Invoices and payment shall be based upon tared weights at the Landfill's scale house.

Note: Should the Contractor suffer an occurrence that precludes it from accepting tires for a period of time in excess of 72 hours, the Contractor shall notify the County of the shutdown and provide an estimate of the duration of the shutdown. If the Contractor has scheduled maintenance or other reason for shutdown that is known in advance, the Contractor shall notify the County at least one week in advance so that, if necessary, arrangements can be worked out to pick up tires in advance of the shutdown. County reserves the right to use the next lowest bidder if necessary for the services.

Attachment: Agenda Docs (19812 : ITB 22-027 (Rebid) Transportation/Disposal of Waste Tires; Empire Tire of Edgewater, LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**January 18, 2022**

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.

Visitors & Convention Bureau (2) - Allocate funds for marketing to participate in the Freshwater and Saltwater on FishFlorida.com and trade show opportunities through Lieb in Germany as approved by the TDC.

Board of County Commissioners - Re-allocate funds into training accounts by commissioner districts to coincide with the travel accounts.

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 Visitors & Convention Bureau (2) and Board of County Commissioners for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

December 9, 2021	160	Tourism
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	58221	7,440		Special Projects
2122	54807		7,440	Marketing

Detailed Reason for Transfer:

Transfer $7,440 from 58221 (special projects) to 54807 (marketing) to participate in the Freshwater and Saltwater options on FishFlorida.com approved by TDC at December 8, 2021 meeting.

Division Approval: Date:

Department/Office Approval: Date: 12-13-21

Management & Budget Approval: Date: 12/14/2021

Board Approval:

Attachment: BT011822 (19799 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 9, 2021 — Date

160 — Fund Number

Tourism — Fund Title

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	58221	28,499		Special Projects
2122	54807		28,499	Marketing

Detailed Reason for Transfer:

Transfer $28,499 from 58221 (special projects) to 54807 (marketing) for PO 83013 Line 3 for marketing and trade show opportunities through Lieb in Germany approved by TDC at December 8, 2021 meeting.

Division Approval: Date:

Department/Office Approval: Date: 12-13-21

Management & Budget Approval: Date: 12/14/2021

Board Approval:

Attachment: BT011822 (19799 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 17, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Board of County Commissioner

Department Number	Account Number	From Amount	To Amount	Account Title
2109	55500	3,700		Training
2109	55537		740	Training - District 1
2109	55538		740	Training - District 2
2109	55539		740	Training - District 3
2109	55540		740	Training - District 4
2109	55541		740	Training - District 5

Detailed Reason for Transfer:

This budget transfer will re-allocate funds into training accounts by commissioner districts to coincide with the travel accounts.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: Date: 12/20/21

Board Approval:

Attachment: BT011822 (19799 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Lien
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Property Abatement Assessments on certain properties have been paid in full and said 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 each of these properties.

AK# 1482569 Joseph J. Malek & Cynthia Escamilla
AK# 1058490 Marybeth & Tanya Dawn Fleetwood; Three Brothers Property LLC

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 Releases of Lien for Property Abatement Assessment by and between Citrus County, Florida, and certain property owners.

b. Authorize the Clerk to record the Releases of Lien in the Public Records of Citrus County, Florida.

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen Jr., 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 06/23/2015 in BK 2696 PG 2345 by Citrus County Code Compliance on real property described as Alt Key 1058490; COM AT SW COR OF 10 ACRE TRACT DESC AS PT OF NE1/4 OFSECTION 16, TOWNSHIP 18 S, RANGE 17 E: COM 775FT N FROM NW COR OF LESTERS LAND, TH E TO ACL RR R/W, TH NA L R/W 170 FT, TH W TO HARD RD, TH S 170 FT TO POB, TH E300 FT, TH N 155 FT, TH W 300 FT TO HARD RD, TH S AL HARDRD 15 5 FT TO POB DESC IN OR BK 1273 PG 58, 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 2469 in the public records of Citrus County, Florida.

4. On 08/27/2020, 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 **MaryBeth & Tanya Dawn Fleetwood; Three Brothers Property LLC** 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

_____
Ronald E. Kitchen Jr., 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: 1c Supporting Docs - Release of Lien (19756 : Release of Lien)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen Jr., 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 05/31/2019 in BK 2980 PG 877 by Citrus County Code Compliance on real property described as Alt Key 1482569; LOT 12 BLK 88 OF BEVERLY HILLS UNIT 5 AS REC IN PB 9 PGS 2 -5 OF THE PRCCF---AND---BEG AT THE MOST SLY COR OF LOT 10 BLK 88 OF BEVERLY HILLS UN5 AS REC IN PB 9 PGS 2 - 5 PRCCF TH N 51D W AL THE SWLY LNOF SD LT 10 A DIST OF 120 FT TO THE MOST WLY COR OF LT 10 THN 39D E AL THE NWLY LN OF SD LT 10 TH N 39D E AL THE NWLY LNOF SD LT 10 A DIST OF 37.50 FT TH S 51D E 120 FT TO A PT ONTHE SELY LN OF SD LT 10 TH S 39D W AL SD SELY LN A DIST OF37.50 FT TO THE POB**** PCL ALSO DESC AS FOLL: (BEVERLY HILLS UN 5 PB 9 PGS 2 -5 PRCCF SWLY 1/2 OF LT 10 AND ALL OF LT 12 BLK 88) ****, 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 2454 in the public records of Citrus County, Florida.

4. On 08/27/2020, 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 **Joseph J. Malek** & **Cynthia Escamilla** 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

_____
Ronald E. Kitchen Jr., 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: 1c Supporting Docs - Release of Lien (19756 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Affidavit for Title Clearance
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

On December 21, 2020, a Quit Claim Deed from Habitat for Humanity of Citrus County Inc., to Citrus County, Florida was recorded in Official Record Book 3119, Page 32. The purpose of the conveyance of Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2, was to comply with requirements set forth by the Citrus County Engineering Department regarding the drainage plans for the development of Habitat at Citrus Springs, Phase I.

However, the County did not accept the conveyance by Quit Claim Deed and hereby disclaims all interest in that conveyance of the properties. To effectuate compliance, the property will need to be deeded to the County by way of a General Warranty Deed and accepted by the Board of County Commissioners.

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 the Affidavit necessary for title clearance for Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2.

b. Approve and authorize the Chairman to accept a General Warranty Deed from Habitat for Humanity of Citrus County Inc., for the conveyance of Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2.

c. Authorize Clerk to place acceptance stamp on the General Warranty Deed and record the Affidavit and deed in the Public Records of Citrus County, Florida.

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Susan M. Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Property Appraiser's Parcel ID No.:
18E17S100020 01090 0130 - 0280

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared Ronald E. Kitchen, Jr., Chairman of the Board of County Commissioners, Citrus County, Florida, a political subdivision of the State of Florida, who after being first duly sworn, deposes and states the following pertaining to the following described property:

Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2, according to the plat there of as recorded in Plat Book 5, Pages 108 through 115, inclusive, of the Public Records of Citrus County Florida.

1. That Habitat for Humanity of Citrus County Inc. executed a Quit Claim Deed on December 21, 2020, to Citrus County, Florida, a political subdivision of the State of Florida.

2. That said Deed was recorded December 21, 2020, in Official Record Book 3119, Page 32, Public Records of Citrus County, Florida.

3. That Citrus County, Florida, a political subdivision of the State of Florida, did not accept the conveyance and hereby disclaim any and all interest in the conveyance of said property.

Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has had read to him/her, the full facts of this Affidavit, and understands it contents.

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Further Affiant sayeth not.

Board of County Commissioners of
Citrus County, Florida

BY: _____
Ronald E. Kitchen, Jr., Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC-State of Florida
Printed Name: _____
Commission No.: _____
Expiration Date: _____

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Susan M. Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Property Appraisers Parcel ID Number:
18E17S100020 01090 0130 - 0280
AK#'s 1231345, 1231353, 1231361,
1231370, 1231388, 1231396, 1231400,
1231418, 1231426, 1231434, 1231442,
1231451, 1231469, 1231477, 1231485,
1231493

GENERAL WARRANTY DEED

Documentary Stamps were previously paid in the amount of $0.70, in connection with the recording of that certain Quit Claim Deed recorded December 21, 2020, in Book 3119 Page 32, Public Records of Citrus County, Florida.

THIS DEED made this 14th day of December, 2021, by **HABITAT FOR HUMANITY OF CITRUS COUNTY INC.**, a Florida Not for Profit Corporation, whose address is P.O. Box 1041, Crystal River, FL 34423, Grantor; and, **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 110 North Apopka Avenue, Inverness, Florida 34450, Grantee.

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, released, conveys and confirms unto the Grantee, its heirs and assigns forever, the following described land lying and being in Citrus County, Florida:

Lots 13 through 28, inclusive, Block 109, of Citrus Springs, Unit 2, according to the plat there of as recorded in Plat Book 5, Pages 108 through 115, inclusive, of the Public Records of Citrus County Florida.

The above-described lots and adjoining drainage easements between lots 18 and 19 and lots 24 and 25, are hereby incorporated into and made a part of the drainage retention area described in the drainage plans attached hereto as Exhibit "A".

This deed is being conveyed by Grantor in compliance with requirements set forth by the Citrus County Engineering Department regarding the drainage plans attached hereto, therefore, only minimum documentary stamps are required.

Grantors hereby warrant and certify that the herein described property is not the Grantor's homestead as defined by the Constitution of the State of Florida.

SUBJECT TO easements of record and taxes for the current year.

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 2020.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness

Carmen D. Perez
Printed Name

Witness

Christine Erick
Printed Name

HABITAT FOR HUMANITY OF CITRUS COUNTY INC.

E. George Rusaw, Chief Executive Officer

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of December, 2021, by E. George Rusaw, Chief Executive Officer of **HABITAT FOR HUMANITY OF CITRUS COUNTY INC.**, a Florida Not for Profit Corporation, who is personally known to me or who produced _____ as identification and who did (did not) take an oath.

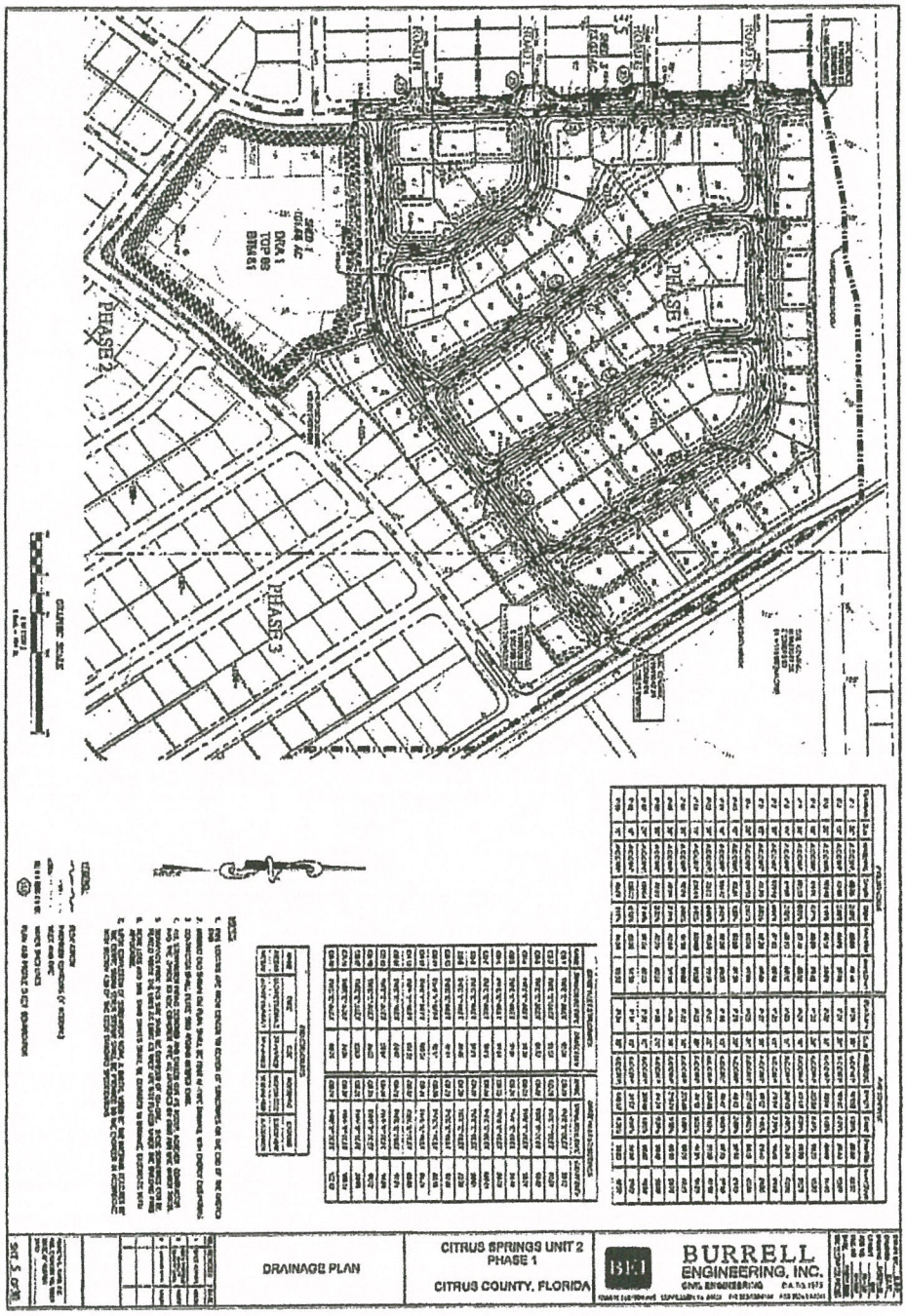
DONNA MARIE FORE
Notary Public
State of Florida
Comm# HH187400
Expires 10/17/2025

Notary Public, State of Florida
Printed Name: Donna Marie Fore
Commission No. HH187400
Expiration Date: 10/17/2025

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020069814 BK: 3119 PG: 34 12/21/2020 1:51 PM 3 Receipt: 2020060342
RECORDING $35.50 D DOCTAX PD $0.70

EXHIBIT "A"



Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020069814 BK: 3119 PG: 32 12/21/2020 1:51 PM 1 Receipt: 2020060342
RECORDING $35.50 D DOCTAX PD $0.70

Sales Price: $0.00
Doc. Stamps: $ .70
PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21 day of December, 2020, by **HABITAT FOR HUMANITY OF CITRUS COUNTY, INC.**, whose address is P.O. Box 1041, Crystal River, FL 34423, as Grantor, to **CITRUS COUNTY**, a political subdivision of the State of Florida, whose address is 110 N. Apopka Ave., Inverness, FL 34450, as Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for good and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

LOTS 13 THROUGH 28, BLOCK 109, CITRUS SPRINGS, UNIT 2, AS RECORDED IN PLAT BOOK 5, PAGES 108, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PROPERTY APPRAISER'S PARCEL I.D. NO.s: 18E17S1000020 01090 0130-0280

The above-described lots and adjoining drainage easements between lots 18 and 19 and lots 24 and 25, are hereby incorporated into and made a part of the drainage retention area described in the drainage plans attached hereto as Exhibit "A", as recorded in Book 5, Page 108-115, public records of Citrus County, Florida.

This deed is being conveyed by Grantor in compliance with requirements set forth by the Citrus County Engineering Dept. regarding the drainage plans attached hereto, therefore, only minimum documentary stamps are required.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020069814 BK: 3119 PG: 33 12/21/2020 1:51 PM 2 Receipt: 2020060342
RECORDING $35.50 D DOCTAX PD $0.70

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use and benefit of the said Grantee forever.

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

Signed, sealed and delivered
in the presence of:

Witnesses as to

Sign

Christine Erick
Print

Sign

Robert L Swain
Print

Grantor:

HABITAT FOR HUMANITY FOR CITRUS COUNTY, INC.

E. GEORGE RUSAW, President
Address
P.O. Box 1041
Crystal River, FL 34423

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of [X] personal presence or [ ] online notarization, this 21 day of DECEMBER, 2020 by **E. GEORGE RUSAW,** as President of Habitat For Humanity of Citrus County, Inc., who is personally known to me or has provided _____ as identification.

My commission expires:

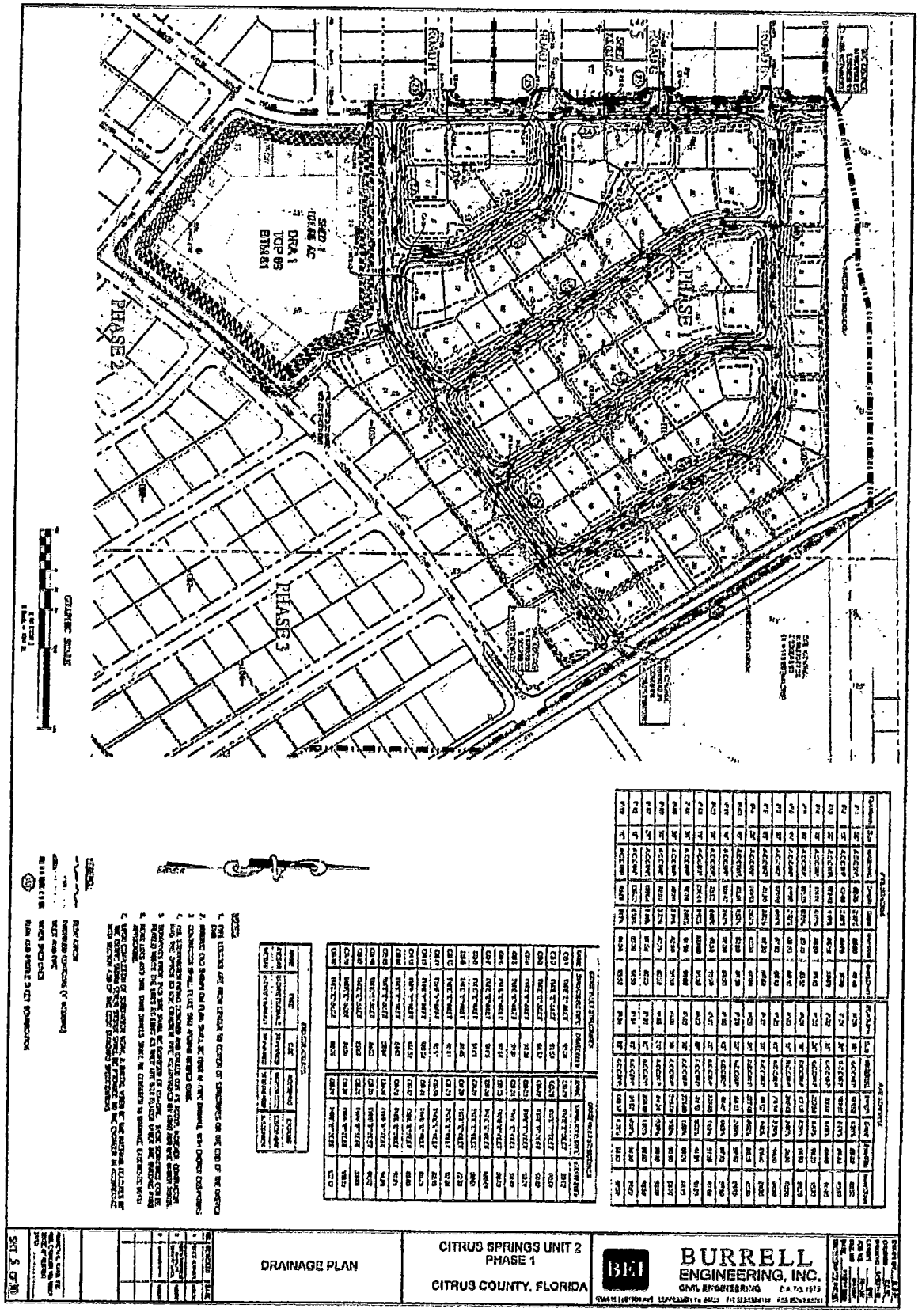
Elane Bierer
NOTARY PUBLIC

ELANE BIERER
MY COMMISSION # GG 334996
EXPIRES: June 16, 2023
Bonded Thru Notary Public Underwriters

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020069814 BK: 3119 PG: 34 12/21/2020 1:51 PM 3 Receipt: 2020060342
RECORDING $35.50 D DOCTAX PD $0.70

EXHIBIT "A"



Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020069814 BK: 3119 PG: 35 12/21/2020 1:51 PM 4 Receipt: 2020060342
RECORDING $35.50 D DOCTAX PD $0.70

frontdesk@habitatcc.org

2	1231345	2104 W. Palmwood Dr.	9/27/2019	Citrus Springs	109	13
2	1231353	2156 W. Palmwood Dr.	9/27/2019	Citrus Springs	109	14
2	1231361	2170 W. Palmwood Dr.	9/27/2019	Citrus Springs	109	15
2	1231370	9761 N. Lindon Dr.	9/27/2019	Citrus Springs	109	16
2	1231388	9743 N. Lindon Dr.	9/27/2019	Citrus Springs	109	17
2	1231396	9727 N. Lindon Dr.	9/27/2019	Citrus Springs	109	18
2	1231400	9709 N. Lindon Dr.	9/27/2019	Citrus Springs	109	19
2	1231418	9685 N. Cutlass Way	9/27/2019	Citrus Springs	109	20
2	1231426	9675 N. Cutlass Way	9/27/2019	Citrus Springs	109	21
2	1231434	9665 N. Cutlass Way	9/27/2019	Citrus Springs	109	22
2	1231442	9659 N. Cutlass Way	9/27/2019	Citrus Springs	109	23
2	1231451	2121 W. Eric Dr.	9/27/2019	Citrus Springs	109	24
2	1231469	2107 W. Eric Dr.	9/27/2019	Citrus Springs	109	25
2	1231477	2099 W. Eric Dr.	9/27/2019	Citrus Springs	109	26
2	1231485	2091 W. Eric Dr.	9/27/2019	Citrus Springs	109	27
2	1231493	2081 W. Eric Dr.	9/27/2019	Citrus Springs	109	28

Christine Erick, Administrative Assistant
Habitat for Humanity of Citrus County, Inc.
P. O. Box 1041
Crystal River, FL 34423
Phone: (352) 563-2744
Fax: (352) 795-3027
www.habitatcc.org

Habitat for Humanity® of Citrus County, Inc.
Celebrating 200 HOMES & COUNTING

Attachment: 3c Supporting Docs Habitat (19762 : Affidavit for Title Clearance)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Resolutions - FDEP, SWFWMD, FDOT
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

The purpose of the Resolutions is to authorize selected County staff to sign permit applications and inspection reports on behalf of the County for the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and the Florida Department of Transportation (FDOT).

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:

Adopt and authorize the Chairman to execute Resolutions and Certificates of Incumbency and Authority authorizing selected County staff to execute permit applications on behalf of Citrus County for the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and the Florida Department of Transportation (FDOT).

RESOLUTION NO. 2022 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA TO REPLACE RESOLUTION NO. 2018-062 AUTHORIZING CERTAIN COUNTY OFFICIALS TO SIGN APPLICATIONS FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMITS.

WHEREAS, it is necessary from time to time that the County sign applications for Florida Department of Environmental Protection permits, and

WHEREAS, Citrus County wishes to designate those individuals on its County staff who are authorized by this Resolution to sign applications for the Florida Department of Environmental Protection, and

WHEREAS, Citrus County waives the placement of the Citrus County seal on all documents signed by the undersigned representatives and agrees to be bound as fully as if the Citrus County seal were affixed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in a regular meeting this January 18, 2022 as follows:

1. The Board of County Commissioners does hereby authorize the following individuals to sign applications for Florida Department of Environmental Protection permits on behalf of the County:

A. Randall S. Olney, P.E., Director, Department of Public Works

B. Brian Kauffman, P.E., Director, Division of Engineering

C. Walter H. Eastmond, Project Manager, Division of Engineering

D. Quincy D. Wylupek, Project Manager, Division of Engineering

E. Ken Cheek, P.E., Director, Department of Water Resources

F. Christina Malmberg, P.E., Director, Utility Planning and Engineering

G. Gary S. Loggins, Director, Division of Utility Operations and Maintenance

H. Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering

I. Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering

2. The Clerk of the Board of County Commissioners is hereby directed to forward three (3) certified copies of this Resolution to the Florida Department of Environmental Protection, Southwest District, 13051 N. Telecom Parkway, Temple Terrace, FL 33637.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
ANGELA VICK, CLERK

BY:_____
RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY.

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: FDEP RESOLUTION (19769 : Resolutions - FDEP, SWFWMD, FDOT)

CERTIFICATE OF INCUMBENCY AND AUTHORITY

1. RONALD E. KITCHEN JR., Chairman of the Board of County Commissioners of Citrus County, Florida do hereby certify that the person(s) whose name, title, position and signature appears below is a duly elected or appointed, qualified and acting representative of CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, and holds on the date of this Certificate, the office set beneath his/her name: that the signature appearing opposite his/her name is the genuine signature of the representative; that the representative is duly authorized for and on behalf of CITRUS COUNTY to execute and deliver any application for permits and all instruments between CITRUS COUNTY and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, in connection therewith; and that the execution and delivery of any such permit and all instruments in connection therewith for and on behalf of CITRUS COUNTY are not prohibited by, or in any manner restricted by, the terms of CITRUS COUNTY'S Certification of Incorporation, its bylaws, or of any loan agreement, indenture or contract to which CITRUS COUNTY is a party or under which it is bound.

I do further certify that the foregoing authority shall remain in full force and effect, and said FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, shall be entitled to reply upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to said FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, but no such modification, rescission, or revocation shall, in an event, be effective with respect to any permit documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to said FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, written notice to said modifications, rescission, or revocation. CITRUS COUNTY hereby waives the CITRUS COUNTY Seal on all permit documents signed by the representative and agrees to be bound as fully as if the CITRUS COUNTY Seal were affixed. Attached is a Resolution to this effect.

Names of Representative/Title(s)/Position(s) of Representative	Signature of Representative
Randall S. Olney, P.E., Director, Department of Public Works	
Brian Kauffman, P.E., Director, Division of Engineering	
Walter H. Eastmond, Project Manager, Division of Engineering	
Quincy D. Wylupek, Project Manager, Division of Engineering	
Ken Cheek, P.E., Director, Department of Water Resources	
Christina Malmberg, P.E., Director, Utility Planning and Engineering	
Gary S. Loggins, Director, Division of Utility Operations and Maintenance	
Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering	
Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of CITRUS COUNTY this January 18, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY.

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: FDEP RESOLUTION (19769 : Resolutions - FDEP, SWFWMD, FDOT)

RESOLUTION NO. 2022 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA TO REPLACE RESOLUTION NO. 2018-063 AUTHORIZING CERTAIN COUNTY OFFICIALS TO SIGN APPLICATIONS FOR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMITS.

WHEREAS, it is necessary from time to time that the County sign applications for Southwest Florida Water Management District permits, and

WHEREAS, Citrus County wishes to designate those individuals on its County staff who are authorized by this Resolution to sign applications for the Southwest Florida Water Management District, and

WHEREAS, Citrus County waives the placement of the Citrus County seal on all documents signed by the undersigned representatives and agrees to be bound as fully as if the Citrus County seal were affixed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in a regular meeting this January 18, 2022, as follows:

1. The Board of County Commissioners does hereby authorize the following individuals to sign applications for Southwest Florida Water Management District permits on behalf of the County:

A. Randall S. Olney, P.E., Director, Department of Public Works

B. Brian Kauffman, P.E., Director, Division of Engineering

C. Walter H. Eastmond, Project Manager, Division of Engineering

D. Quincy D. Wylupek, Project Manager, Division of Engineering

E. Ken Cheek, P.E., Director, Department of Water Resources

F. Christina Malmberg, P.E., Director, Utility Planning and Engineering

G. Gary S. Loggins, Director, Division of Utility Operations and Maintenance

H. Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering

I. Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering

2. The Clerk of the Board of County Commissioners is hereby directed to forward three (3) certified copies of this Resolution to the Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34609-6899.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: SWFWMD RESOLUTION (19769 : Resolutions - FDEP, SWFWMD, FDOT)

CERTIFICATE OF INCUMBENCY AND AUTHORITY

1. RONALD E. KITCHEN JR., Chairman of the Board of County Commissioners of Citrus County, Florida do hereby certify that the person(s) whose name, title, position and signature appears below is a duly elected or appointed, qualified and acting representative of CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, and holds on the date of this Certificate, the office set beneath his/her name: that the signature appearing opposite his/her name is the genuine signature of the representative; that the representative is duly authorized for and on behalf of CITRUS COUNTY to execute and deliver any application for permits and all instruments between CITRUS COUNTY and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, in connection therewith; and that the execution and delivery of any such permit and all instruments in connection therewith for and on behalf of CITRUS COUNTY are not prohibited by, or in any manner restricted by, the terms of CITRUS COUNTY'S Certification of incorporation, its bylaws, or of any loan agreement, indenture or contract to which CITRUS COUNTY is a party or under which it is bound.

I do further certify that the foregoing authority shall remain in full force and effect, and said SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, shall be entitled to reply upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to said SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, but no such modification, rescission, or revocation shall, in an event, be effective with respect to any permit documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to said SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, written notice to said modifications, rescission, or revocation. CITRUS COUNTY hereby waives the CITRUS COUNTY Seal on all permit documents signed by the representative and agrees to be bound as fully as if the CITRUS COUNTY Seal were affixed. Attached is a Resolution to this effect.

Names of Representative/Title(s)/Position(s) of Representative	Signature of Representative
Randall S. Olney, P.E., Director, Department of Public Works	
Brian Kauffman, P.E., Director, Division of Engineering	
Walter H. Eastmond, Project Manager, Division of Engineering	
Quincy D. Wylupek, Project Manager, Division of Engineering	
Ken Cheek, P.E., Director, Department of Water Resources	
Christina Malmberg, P.E., Director, Utility Planning and Engineering	
Gary S. Loggins, Director, Division of Utility Operations and Maintenance	
Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering	
Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of CITRUS COUNTY this January 18, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY.

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: SWFWMD RESOLUTION (19769 : Resolutions - FDEP, SWFWMD, FDOT)

RESOLUTION NO. 2022 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA TO REPLACE RESOLUTION NO. 2018-064 AUTHORIZING CERTAIN COUNTY OFFICIALS TO SIGN APPLICATIONS FOR FLORIDA DEPARTMENT OF TRANSPORTATION PERMITS.

WHEREAS, it is necessary from time to time that the County sign applications for Florida Department of Transportation permits, and

WHEREAS, Citrus County wishes to designate those individuals on its County staff who are authorized by this Resolution to sign applications for the Florida Department of Transportation, and

WHEREAS, Citrus County waives the placement of the Citrus County seal on all documents signed by the undersigned representatives and agrees to be bound as fully as if the Citrus County seal were affixed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in a regular meeting this January 18,2022 as follows:

1. The Board of County Commissioners does hereby authorize the following individuals to sign applications for Florida Department of Transportation permits on behalf of the County:

A. Randall S. Olney, P.E., Director, Department of Public Works

B. Brian Kauffman, P.E., Director, Division of Engineering

C. Walter H. Eastmond, Project Manager, Division of Engineering

D. Quincy D. Wylupek, Project Manager, Division of Engineering

E. Ken Cheek, P.E., Director, Department of Water Resources

F. Christina Malmberg, P.E., Director, Utility Planning and Engineering

G. Gary S. Loggins, Director, Division of Utility Operations and Maintenance

H. Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering

I. Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering

2. The Clerk of the Board of County Commissioners is hereby directed to forward three (3) certified copies of this Resolution to the Florida Department of Transportation, District VII, 11201 North McKinley Drive, Tampa, Florida 33612-6403.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY.

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: FDOT RESOLUTIONS (19769 : Resolutions - FDEP, SWFWMD, FDOT)

CERTIFICATE OF INCUMBENCY AND AUTHORITY

1. RONALD E. KITCHEN JR., Chairman of the Board of County Commissioners of Citrus County, Florida do hereby certify that the person(s) whose name, title, position and signature appears below is a duly elected or appointed, qualified and acting representative of CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, and holds on the date of this Certificate, the office set beneath his/her name: that the signature appearing opposite his/her name is the genuine signature of the representative; that the representative is duly authorized for and on behalf of CITRUS COUNTY to execute and deliver any application for permits and all instruments between CITRUS COUNTY and the FLORIDA DEPARTMENT OF TRANSPORTATION, in connection therewith; and that the execution and delivery of any such permit and all instruments in connection therewith for and on behalf of CITRUS COUNTY are not prohibited by, or in any manner restricted by, the terms of CITRUS COUNTY'S Certification of incorporation, its bylaws, or of any loan agreement, indenture or contract to which CITRUS COUNTY is a party or under which it is bound.

I do further certify that the foregoing authority shall remain in full force and effect, and said FLORIDA DEPARTMENT OF TRANSPORTATION, shall be entitled to reply upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to said FLORIDA DEPARTMENT OF TRANSPORTATION, but no such modification, rescission, or revocation shall, in an event, be effective with respect to any permit documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to said FLORIDA DEPARTMENT OF TRANSPORTATION, written notice to said modifications, rescission, or revocation. CITRUS COUNTY hereby waives the CITRUS COUNTY Seal on all permit documents signed by the representative and agrees to be bound as fully as if the CITRUS COUNTY Seal were affixed. Attached is a Resolution to this effect.

Names of Representative/Title(s)/Position(s) of Representative	Signature of Representative
Randall S. Olney, P.E., Director, Department of Public Works	
Brian Kauffman, P.E., Director, Division of Engineering	
Walter H. Eastmond, Project Manager, Division of Engineering	
Quincy D. Wylupek, Project Manager, Division of Engineering	
Ken Cheek, P.E., Director, Department of Water Resources	
Christina Malmberg, P.E., Director, Utility Planning and Engineering	
Gary S. Loggins, Director, Division of Utility Operations and Maintenance	
Layne C. Cady, P.E., Utility Senior Engineer, Division of Utility Planning and Engineering	
Mark E. Schroder, P.E., Engineer I, Utility Planning and Engineering	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of CITRUS COUNTY this January 18, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY.

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: FDOT RESOLUTIONS (19769 : Resolutions - FDEP, SWFWMD, FDOT)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	FY 2023 Residential Resurfacing Program
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Attached is the FY 2023 Residential Resurfacing gas tax list of roads (and map) for the Board of County Commissioners consideration. Please recall this list is developed per the Board's direction using two criteria; a condition of 7.0 or greater (based on a scale of 0 - 10 with 10 being the worst), and density (the number of homes per length of road).

Also attached for the Board's consideration and approval is the FY 2023 Citrus Springs MSBU roadway list (and map). These roads are selected using the "worst to first" methodology as required by the MSBU.

Staff is requesting that $6,000,000 be allocated for resurfacing in the FY 2023 County budget. Funding in the amount of $800,000 will be from the Citrus Springs MSBU. Once approved, staff will proceed with putting this project out to bid in advance of the start of the fiscal year 2023 so that resurfacing may start as soon as possible.

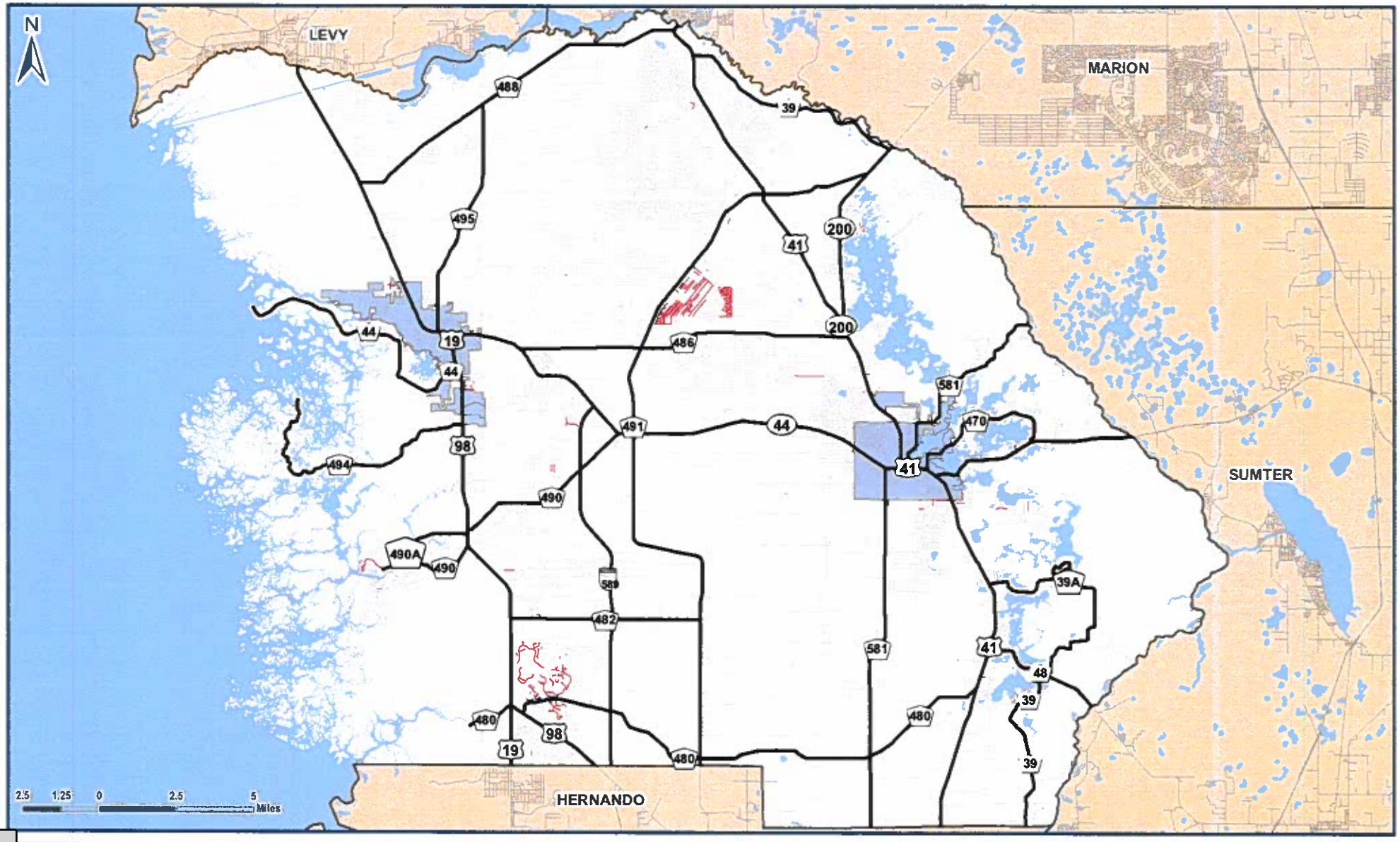
BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A					$0

RECOMMENDED ACTION:

a. Board approval of the FY 2023 Residential Resurfacing Project in the amount of $6,000,000.

b. Board approval of the FY 2023 MSBU roadway list.



Legend

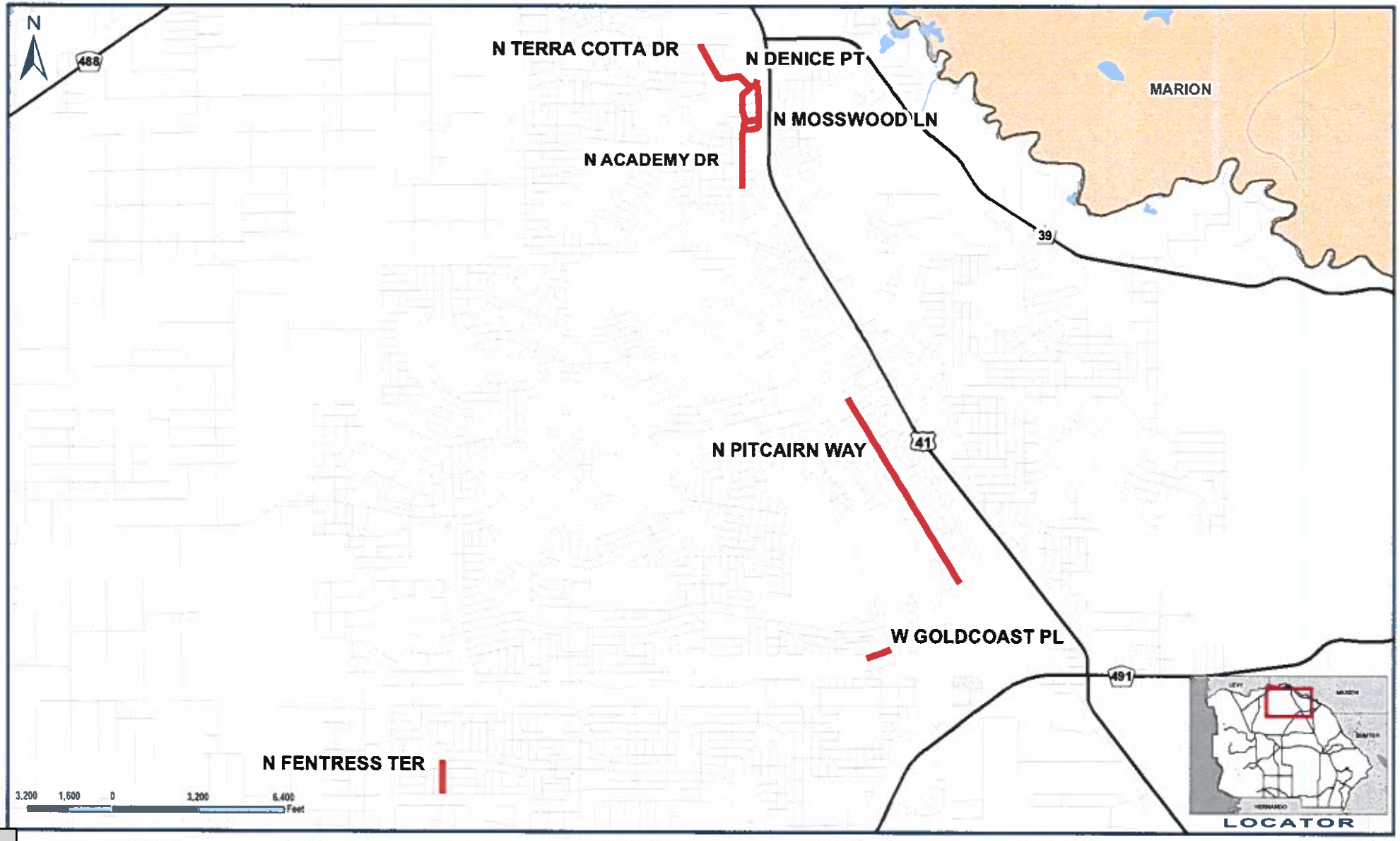
Selected Roadways

Gas Tax - $6 Million
Residential Resurfacing List
FY 2023

Geographic Information Systems

Prepared By: Kristi Fuller, GISP
Date: December 10, 2021
Source: Enterprise Geodatabase
Map Number: KF001557

Cynthia Shelhorn
Director



Legend

Selected Roadways

Citrus Springs MSBU
Residential Resurfacing List
FY 2023

Geographic Information Systems

Prepared By: Kristi Fuller, GISP
Date: December 21, 2021
Source: Enterprise Geodatabase
Map Number: KF001556

Cynthia Skelhorn
Director

This map is for reference purposes only. Data is from various sources and Citrus County Geographic Information Systems makes every effort to produce and publish the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

2023 Residential Resurfacing - Gas Tax ($6 Million)

STREET NAME	FROM	TO	GENERAL LOCATION	LENGTH (FT)
ARIZONA ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	554
CALIFORNIA ST	S J KELLNER BLVD	NEW FLORIDA AVE	BEVERLY HILLS	1251
COLORADO ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	470
E LEMON ST	N WADSWORTH AVE	N MONROE ST	BEVERLY HILLS	1145
E MURRAY ST (BH)	N WADSWORTH AVE	N MONROE ST	BEVERLY HILLS	1145
HOOVER ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
JAMES CT	WEST END OF JAMES CT	S WASHINGTON ST	BEVERLY HILLS	270
JAMES ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
KANSAS ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	470
MICHIGAN ST	S WASHINGTON ST	CALIFORNIA ST	BEVERLY HILLS	747
MONTANA ST	S WASHINGTON ST	CALIFORNIA ST	BEVERLY HILLS	609
N BLAZINGSTAR WAY	N HONEYLOCUST DR	W SUGARBERRY LN	BEVERLY HILLS	1306
N CAMOMILE PT	SOUTH END OF N CAMOMILE PT	W SEYMERIA DR	BEVERLY HILLS	209
N CAMOMILE WAY	W SEYMERIA DR	N FOREST RIDGE BLVD	BEVERLY HILLS	1268
N EVERLASTING DR	N TAMARISK AVE	W SUGARBERRY LN	BEVERLY HILLS	1016
N FILLMORE ST	BEVERLY HILLS BLVD	W STARJASMINE PL	BEVERLY HILLS	1431
N GOLDENCUP TER	N HONEYLOCUST DR	N EVERLASTING DR	BEVERLY HILLS	942
N GRAPEFERN WAY	N HONEYLOCUST DR	W SUGARBERRY LN	BEVERLY HILLS	1000
N HONEYLOCUST DR	W CASURINA PL	N FOREST RIDGE BLVD	BEVERLY HILLS	3586
N LEE ST	BEVERLY HILLS BLVD	W STARJASMINE PL	BEVERLY HILLS	1431
N MUSCADINE PATH	WEST END OF N MUSCADINE PATH	N GRAPEFERN WAY	BEVERLY HILLS	660
N OSCEOLA ST	BEVERLY HILLS BLVD	W STARJASMINE PL	BEVERLY HILLS	1244
N PASSION FLOWER W/	N HONEYLOCUST DR	W SUGARBERRY LN	BEVERLY HILLS	1191
N ROCK JASMINE PT	SOUTH END OF N ROCK JASMINE PT	W SUGARBERRY LN	BEVERLY HILLS	175
N ROSE BAY PATH	SOUTH END OF N ROSE BAY PATH	W SUGARBERRY LN	BEVERLY HILLS	675
N SATIN FLOWER PT	W SUGARMAPLE LN	NORTH END OF N SATIN FLOWER PT	BEVERLY HILLS	300
N SUNROSE PATH	SOUTH END OF N SUNROSE PATH	W THISTLE PL	BEVERLY HILLS	904
N TAMARISK AVE	W SUGARMAPLE CT	N ROCK JASMINE PT	BEVERLY HILLS	4884
N TAMARISK PT	N TAMARISK AVE	NORTH END OF N TAMARISK PT	BEVERLY HILLS	140
N TYLER ST	BEVERLY HILLS BLVD	W STARJASMINE PL	BEVERLY HILLS	1432
N WHITE PALM WAY	N WHISPERING OAK LOOP	W FOREST OAK PL	BEVERLY HILLS	1095
N WOOLFLOWER TER	W SUGARMAPLE LN	W SEYMERIA DR	BEVERLY HILLS	623
NEW FLORIDA AVE	S WASHINGTON ST	EAST END OF NEW FLORIDA AVE	BEVERLY HILLS	2905
OAK KNOLL ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
OKLAHOMA ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	519
PENNSYLVANIA ST	S WASHINGTON ST	CALIFORNIA ST	BEVERLY HILLS	884
PLAZA ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
POLK ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
S ADAMS ST	TRUMAN BLVD	NEW FLORIDA AVE	BEVERLY HILLS	4563
S BARBOUR ST	OKLAHOMA ST	NEW FLORIDA AVE	BEVERLY HILLS	1862
S COLUMBUS ST	REGINA BLVD	LAURENSHIRE ST	BEVERLY HILLS	515
S DAVIS ST	MICHAEL DR	S J KELLNER BLVD	BEVERLY HILLS	2663
S DAVIS ST	ROSE AVE	ROOSEVELT BLVD	BEVERLY HILLS	1515
S DESOTO ST	MICHAEL DR	LAURENSHIRE ST	BEVERLY HILLS	1450
S FILLMORE ST	BEVERLY HILLS BLVD	S J KELLNER BLVD	BEVERLY HILLS	6851
S HARRISON ST	REGINA BLVD	NEW FLORIDA AVE	BEVERLY HILLS	5688
S JACKSON ST	REGINA BLVD	NEW YORK BLVD	BEVERLY HILLS	3045
S JEFFERSON ST	REGINA BLVD	S J KELLNER BLVD	BEVERLY HILLS	3643
S JEFFERSON ST	BEVERLY HILLS BLVD	PLAZA ST	BEVERLY HILLS	2275
S LEE ST	BEVERLY HILLS BLVD	MEADOWDALE ST	BEVERLY HILLS	6000
S LINCOLN AVE	ROOSEVELT BLVD	REGINA BLVD	BEVERLY HILLS	1530
S LUCILLE ST	ROSE AVE	W BUTTONBUSH DR	BEVERLY HILLS	3658
S MONROE ST	REGINA BLVD	S J KELLNER BLVD	BEVERLY HILLS	3444
S MONROE ST	BEVERLY HILLS BLVD	ROOSEVELT BLVD	BEVERLY HILLS	2790
S OSCEOLA ST	BEVERLY HILLS BLVD	S J KELLNER BLVD	BEVERLY HILLS	5420
S TYLER ST	REGINA BLVD	S J KELLNER BLVD	BEVERLY HILLS	2771
S TYLER ST	BEVERLY HILLS BLVD	ROSE AVE	BEVERLY HILLS	1275
S WADSWORTH AVE	BEVERLY HILLS BLVD	ROSE AVE	BEVERLY HILLS	1275
S WASHINGTON ST	TRUMAN BLVD	SOUTH END OF S WASHINGTON ST	BEVERLY HILLS	4409
TAFT ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	580
UTAH ST	S WASHINGTON ST	S BARBOUR ST	BEVERLY HILLS	496
W BLUEFLAX CT	EAST END OF W BLUEFLAX CT	N FOREST RIDGE BLVD	BEVERLY HILLS	473
W BONSET CT	EAST END OF W BONSET CT	N FOREST RIDGE BLVD	BEVERLY HILLS	140
W CASURINA PL	N TAMARISK AVE	N FOREST RIDGE BLVD	BEVERLY HILLS	1608
W GOLDENTUFT CT	N HONEYLOCUST DR	WEST END OF W GOLDENTUFT CT	BEVERLY HILLS	844
W HOLLYFERN PL	N TAMARISK AVE	N CAMOMILE WAY	BEVERLY HILLS	1221
W MURRAY ST	N WADSWORTH AVE	N LECANTO HWY	BEVERLY HILLS	910
W PENTSTEMON CT	EAST END OF W PENTSTEMON CT	N FOREST RIDGE BLVD	BEVERLY HILLS	222
W QUEENCUP CT	EAST END OF W QUEENCUP CT	N FOREST RIDGE BLVD	BEVERLY HILLS	454
W ROYAL FERN CT	N CAMOMILE WAY	WEST END OF W ROYAL FERN CT	BEVERLY HILLS	200
W ROYAL FERN PL	N TAMARISK AVE	N CAMOMILE WAY	BEVERLY HILLS	928

W SEYMERIA DR	N TAMARISK AVE	W SUGARMAPLE LN	BEVERLY HILLS	1285
W STAGGERBUSH PATH	W VALERIAN PL	WEST END OF W STAGGERBUSH PATH	BEVERLY HILLS	1073
W SUGARBERRY LN	N ROCK JASMINE PT	N FOREST RIDGE BLVD	BEVERLY HILLS	2375
W SUGARMAPLE CT	W SUGARMAPLE LN	EAST END OF W SUGARMAPLE CT	BEVERLY HILLS	150
W SUGARMAPLE LN	W SUGARMAPLE CT	N FOREST RIDGE BLVD	BEVERLY HILLS	2121
W THISTLE PL	N HONEYLOCUST DR	N FOREST RIDGE BLVD	BEVERLY HILLS	949
W VALERIAN PL	N TAMARISK AVE	N FOREST RIDGE BLVD	BEVERLY HILLS	1375
E MARCIA ST	N NASHUA TER	N CROFT AVE	CELINA HILLS	4971
W CINNAMON RIDGE DR	EAST END OF W CINNAMON RIDGE DR	SOUTH END O F W CINNAMON RIDGE DR	CINNAMON RIDGE	1710
W ROLLING VIEW PL	W SOUTHERN ST	W CINNAMON RIDGE DR	CINNAMON RIDGE	2201
N FAWN WAY	N AGATHA DR	N CITRUS SPRINGS BLVD	CITRUS SPRINGS	792
N CONCORD DR	W STATE PARK ST	W CONCORD CT	CRYSTAL RIVER	867
N CRYSTAL CREST TER	W AEROVIEW LN	W WINGS LN	CRYSTAL RIVER	300
N RINGDOVE PT	NW 22ND ST	NORTH END OF N RINGDOVE PT	CRYSTAL RIVER	305
W AEROVIEW LN	N CRYSTAL CREST TER	N SKYCREST TER	CRYSTAL RIVER	660
W CONCORD CT	N CONCORD DR	WEST END OF W CONCORD CT	CRYSTAL RIVER	362
W DOUG CORRIGAN LN	EAST END OF W DOUG CORRIGAN LN	N SKYCREST TER	CRYSTAL RIVER	460
W GEN CHENNAULT LN	W GEN CHENNAULT LN PAVEMENT STAI	N LINDBERGH DR	CRYSTAL RIVER	436
W GEN CHENNAULT LN	EAST END OF W GEN CHENNAULT LN	N SKYCREST TER	CRYSTAL RIVER	290
W SPRING CIR	W STATE PARK ST	W STATE PARK ST	CRYSTAL RIVER	774
W WINGS LN	N CRYSTAL CREST TER	N LINDBERGH DR	CRYSTAL RIVER	1427
W SORRENTO DR	N CITRUS SPRINGS BLVD	N CORTLANDT DR	DUNNELLON	1634
E DECATUR CT	S FLORIDA AVE	EAST END OF E DECATUR CT	FLORAL CITY	912
S KINGBIRD TER	E NIGHTHAWK LN	E FLORAL PARK DR	FLORAL CITY	477
S KINGFISH TER	NORTH END OF S KINGFISH TER	E FLORAL PARK DR	FLORAL CITY	803
S WINDFOREST PT	S WOODWIND PT	SOUTH END OF S WINDFOREST PT	FLORAL CITY	126
N BLUE BREAM TER	N MALLARD DR	E BASS LN	HERNANDO	650
N WHISPER PT	N TSALA APOPKA DR	NORTH END OF N WHISPER PT	HERNANDO	644
S CAMPBELL PT	W POTOMAC LN	SOUTH END OF S CAMPBELL PT	HOMOSASSA	1295
S CASEY PT	W POTOMAC LN	SOUTH END OF S CASEY PT	HOMOSASSA	1285
S FRANKFURTER WAY	S HAMBURG TER	W CARDINAL ST	HOMOSASSA	1274
S WALD PT	NORTH END OF S WALD PT	W CARDINAL ST	HOMOSASSA	721
W HADENOTTER LN	S MEMORIAL DR	S MANATEE TER	HOMOSASSA	1849
W PRIEST LN	S SEA OTTER PATH	S GARCIA RD	HOMOSASSA	679
BIRCH AVE	COUNTY MAINT START ON BIRCH AVE	E INVERNESS BLVD	INVERNESS	1065
E CRESCO LN	WEST END OF E CRESCO LN	S OLEANDER TER	INVERNESS	2229
E LOUISIANA LN	N FLORIDA AVE	EAST END OF E LOUISIANA LN	INVERNESS	1092
E SUNUP CT	N INDEPENDENCE HWY	EAST END OF E SUNUP CT	INVERNESS	420
E WINDSOR CT	WEST END OF E WINDSOR CT	S JEAN AVE	INVERNESS	263
LONGFELLOW TER	EDEN DR	POE ST	INVERNESS	1177
OAK ST	S HIGHLANDS AVE	SOUTHERLY AVE	INVERNESS	2314
S CYGNET TER	E SWAN DR	E WOODMERE LN	INVERNESS	1675
S MAPLENUT WAY	E TSALA APOPKA DR (INV)	E GULF TO LAKE HWY	INVERNESS	1338
VIOLET LN	ORCHID AVE	CLOVER TER	INVERNESS	1007
WHITTIER ST	OLD FLORAL CITY RD	SHERWOOD AVE	INVERNESS	1307
N RONALD TER	W SUNSET STRIP DR	W COLBERT CT	OAKWOOD VILLAGE - BEVERLY HILL	351
W STARJASMINE PL	N OSCEOLA ST	N HARRISON ST	OAKWOOD VILLAGE - BEVERLY HILL	2455
W BUCKSHOT CT	EAST END OF W BUCKSHOT CT	W PIUTE DR	PINE RIDGE	516
S MYSTIC PT	W RIVERHAVEN DR	SOUTH END OF S MYSTIC PT	RIVERHAVEN SUBDIVISION	1104
W BAYSIDE CT	W RIVERHAVEN DR	WEST END OF W BAYSIDE CT	RIVERHAVEN SUBDIVISION	176
W BROAD JUMP CT	S PRICES PT	WEST END OF W BROAD JUMP CT	RIVERHAVEN SUBDIVISION	155
W BROOKSIDE CT	W RIVERHAVEN DR	WEST END OF W BROOKSIDE CT	RIVERHAVEN SUBDIVISION	172
W RIVERHAVEN DR	W HALLS RIVER RD	W TARPON CT	RIVERHAVEN SUBDIVISION	6384
ANTON CT	BEECH ST	SOUTH END OF ANTON CT	SMW - CYPRESS VILLAGE	728
BALSAM CT S	BALSAM DR	SOUTH END OF BALSAM CT S	SMW - CYPRESS VILLAGE	1075
BALSAM CT W	BALSAM DR	WEST END OF BALSAM CT W	SMW - CYPRESS VILLAGE	1069
BALSAM DR	PINE ST	BALSAM CT W	SMW - CYPRESS VILLAGE	750
BEVERLY CT	DOUGLAS ST	NORTH END OF BEVERLY CT	SMW - CYPRESS VILLAGE	2138
BUCKEYE CT	PINE ST	WEST END OF BUCKEYE CT	SMW - CYPRESS VILLAGE	821
BYRSONIMA CT	BYRSONIMA CIR	EAST END OF BYRSONIMA CT	SMW - CYPRESS VILLAGE	878
CATALPA CT	DOUGLAS ST	NORTH END OF CATALPA CT	SMW - CYPRESS VILLAGE	1014
CHINKAPIN CIR	PINE ST	PINE ST	SMW - CYPRESS VILLAGE	2420
CHINKAPIN CT	CHINKAPIN CIR	SOUTH END OF CHINKAPIN CT	SMW - CYPRESS VILLAGE	771
COCOPLUM CT S	LINDER ST	EAST END OF COCOPLUM CT S	SMW - CYPRESS VILLAGE	602
DOUGLAS CT N	DOUGLAS CT S	NORTH END OF DOUGLAS CT N	SMW - CYPRESS VILLAGE	970
DOUGLAS ST	CYPRESS CIR	CYPRESS BLVD W	SMW - CYPRESS VILLAGE	9462
FIG CT E	PINE DR	EAST END OF FIG CT E	SMW - CYPRESS VILLAGE	1374
GRAYTWIG CT S	PINE ST	SOUTH END OF GRAYTWIG CT S	SMW - CYPRESS VILLAGE	644
GRAYTWIG CT W	PINE ST	WEST END OF GRAYTWIG CT W	SMW - CYPRESS VILLAGE	1853
HEMLOCK CT E	HEMLOCK CT S	NORTH END OF HEMLOCK CT E	SMW - CYPRESS VILLAGE	1384
HEMLOCK CT S	GREENTREE ST	WEST END OF HEMLOCK CT S	SMW - CYPRESS VILLAGE	2004
HOLLY CT	BEVERLY CT	NORTH END OF HOLLY CT	SMW - CYPRESS VILLAGE	1676
HOPTREE CT	LINDER CIR	WEST END OF HOPTREE CT	SMW - CYPRESS VILLAGE	724

Attachment: List of Roads (19792 : FY 2023 Residential Resurfacing Program)

LEMINGTON CT	LINDER DR	NORTH END OF LEMINGTON CT	SMW - CYPRESS VILLAGE	2329
NORFOLK LN W	ENCLAVE PT S	ENCLAVE PT S	SMW - CYPRESS VILLAGE	717
PINE ST	CYPRESS BLVD W	CYPRESS BLVD E	SMW - CYPRESS VILLAGE	13459
REDBAY CT E	REDBAY CT W	NORTH END OF REDBAY CT E	SMW - CYPRESS VILLAGE	1240
REDBAY CT W	GREENTREE ST	WEST END OF REDBAY CT W	SMW - CYPRESS VILLAGE	2166
SANDPINE CT E	PINE ST	EAST END OF SANDPINE CT E	SMW - CYPRESS VILLAGE	1018
SHORTLEAF CT W	ENCLAVE PT S	EAST END OF SHORTLEAF CT W	SMW - CYPRESS VILLAGE	170
SHUMARD CT E	CYPRESS CIR	EAST END OF SHUMARD CT E	SMW - CYPRESS VILLAGE	1699
SHUMARD CT N	SHUMARD CT E	EAST END OF SHUMARD CT N	SMW - CYPRESS VILLAGE	1096
SWEET WILLIAM CT	HAWTHORNE CT	EAST END OF SWEET WILLIAM CT	SMW - CYPRESS VILLAGE	601
SWEETGUM CT S	GREENTREE ST	EAST END OF SWEETGUM CT S	SMW - CYPRESS VILLAGE	1769
SYCAMORE CIR	CYPRESS BLVD W	CYPRESS BLVD W	SMW - CYPRESS VILLAGE	5866
SYCAMORE CT E	SYCAMORE CIR	EAST END OF SYCAMORE CT E	SMW - CYPRESS VILLAGE	1515
VIBURNUM CT	DOUGLAS ST	NORTH END OF VIBURNUM CT	SMW - CYPRESS VILLAGE	1415
ASTERS CT	BIRCHTREE ST	NORTH END OF ASTERS CT	SMW - OAK VILLAGE NORTH	1141
BEGONIAS CT	VILLAGE CENTER DR	NORTH END OF BEGONIAS CT	SMW - OAK VILLAGE NORTH	1513
BIRCHTREE ST	OAK VILLAGE BLVD	HOLLYHOCK CT	SMW - OAK VILLAGE NORTH	3195
HOLLYHOCK CT	VILLAGE CENTER CIR	WEST END OF HOLLYHOCK CT	SMW - OAK VILLAGE NORTH	3019
MORNING GLORY CT	BIRCHTREE ST	NORTH END OF MORNING GLORY CT	SMW - OAK VILLAGE NORTH	1803
SALVIA CT W	SALVIA CT	WEST END OF SALVIA CT W	SMW - OAK VILLAGE NORTH	1273
PRIMULA DR	DAISY ST	PRIMULA CT E	SMW - OAK VILLAGE SOUTH	879
STRAWOOD PT	DEERWOOD DR	NORTH END OF STRAWOOD PT	SOUTHERN WOODS - SUGARMILL WO	143
WOODASH CT	DEERWOOD DR	EAST END OF WOODASH CT	SOUTHERN WOODS - SUGARMILL WO	448
S MASTERS DR	NORTH END OF S MASTERS DR	BYRSONIMA CIR	SUGARMILL WOODS - OAK LEAF	1700
W MUIRFIELD CT	S MASTERS DR	EAST END OF W MUIRFIELD CT	SUGARMILL WOODS - OAK LEAF	408
W WINGED FOOT CT	S MASTERS DR	EAST END OF W WINGED FOOT CT	SUGARMILL WOODS - OAK LEAF	480
			TOTAL (FT)	259952

2023 Residential Resurfacing - Citrus Springs MSBU ($800,000)

STREET NAME	FROM	TO	GENERAL LOCATION	LENGTH (FT)
N ACADEMY DR	W ALEXANDER DR	END OF N ACADEMY DR (END OF LOOP)	CITRUS SPRINGS	6243
N PITCAIRN WAY	W CITRUS SPRINGS BLVD	W MACROY PL	CITRUS SPRINGS	8097
W GOLDCOAST PL	N DELTONA BLVD	N HENDERSON WAY	CITRUS SPRINGS	950
N FENTRESS TER	W EUNICE DR	W HAMPSHIRE BLVD	CITRUS SPRINGS	1249
W MOSSWOOD LN	N ACADEMY DR	N ACADEMY DR	CITRUS SPRINGS	528
N TERRA COTTA DR	N ACADEMY DR	W MAGENTA DR	CITRUS SPRINGS	2794
N DENICE PT	N ACADEMY DR	NORTH END OF N DENICE PT	CITRUS SPRINGS	240
			TOTAL (FT)	20100

Attachment: List of Roads (19792 : FY 2023 Residential Resurfacing Program)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Over the last several months, the County Union Negotiating Team and the Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters have been negotiating a successor contract from the one which expired on October 1, 2021. This contract encompasses the two separate bargaining units: a unit for Rank and File which encompasses Driver/Engineers, Fire Inspectors, and Firefighters, and a Supervisory Unit for Captains and Lieutenants.

We have successfully negotiated the contract for the Supervisory Unit for Captains and Lieutenants for a period of three years beginning on October 1, 2021, and expiring on September 30, 2024, and the union employees have voted to ratify the contract.

The Rank-and-File Unit for Driver/Engineers, Fire Inspectors, and Firefighters was previously ratified at the December 14, 2021, BOCC meeting.

This new contract entitles all bargaining unit members in the Supervisory Unit to 2% across the board with the sliding scale of $0.40 at the bottom and $0.20 at the top. The step plan was adjusted to 3.5% and team pay was increased $0.10 for those members on both teams. These changes are retroactive to October 2, 2021.

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 Agreement between Citrus County, Florida and the Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters with an effective date of October 1, 2021.

Collective Bargaining Agreement

BETWEEN CITRUS COUNTY, FLORIDA

AND

LOCAL 4562 PROFESSIONAL FIREFIGHTERS OF CITRUS COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SUPERVISORY – LIEUTENANTS & CAPTAINS

Duration:
October 1, 2021 – September 30, 2024
CITRUS COUNTY, FLORIDA

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

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Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

1. Preamble

This Agreement is entered into by and between Citrus County, Florida, hereinafter referred to as the "County," and Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this agreement to achieve, promote, and maintain harmonious relations between the County and the Union; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this agreement; to promote the effectiveness, efficiency, and morale of Citrus County Fire Rescue; and to set forth the entire agreement between the parties concerning wages, hours and terms and conditions of employment.

The Union recognizes that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and wellbeing of the pubic and their best interest will be served by the assurance of orderly, efficient, and uninterrupted operations to the public at all times.

All references to employees throughout this agreement mean employees covered by this bargaining agreement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

2. Duration of Agreement

This Agreement shall be effective as of the 1st day of October 2021 and shall remain in full force and effect until the 1st day of October 2024. After expiration, the terms of this agreement constitute the status quo until a successor agreement is ratified by both parties.

Upon request by either party, negotiations for a successor agreement shall commence within 30 days of the request or with the mutual agreement of the parties on any date thereafter.

Each party has the option to choose no more than two articles to reopen on an annual basis. The wage article will reopen on an annual basis in addition to the previously stated articles. Notification of the desire to reopen an article must be submitted to the opposite party on or before January 15 and with an intent to close negotiations by June 1.

To the extent the mutually scheduled negotiations occur on a regularly scheduled workday of a designated member of the Union's bargaining team, up to a maximum of two such union representatives may utilize union time pool to cover any loss of pay.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

3. Advanced Life Support

Effective upon ratification of this article by both the Union and the County, the following shall apply. Paramedics shall receive monetary compensation as outlined in the wage article of this collective bargaining agreement. Non-credentialed paramedics must successfully complete the requirements outlined in the below article prior to receiving full compensation as a credentialed paramedic.

The following educational requirements must be maintained by paramedics:

(a) Must hold a valid State of Florida certification as a Florida State Certified Paramedic
(b) Must hold a valid CPR certification for Health Care Professionals or equivalent
(c) Must hold a valid ACLS certification

All paramedics must meet the requirements set forth by the medical director to be considered credentialed. All bargaining unit members holding a paramedic certificate will be eligible to be credentialed.

If a bargaining unit member is unable to credential through the medical director as a paramedic within a period of 90 calendar days, all paramedic monetary compensation as outlined in the wage article will cease. The bargaining unit member shall remain in a BLS status until successful completion of credentialing by the medical director at which time they will receive paramedic compensation as outlined in the wage article.

If at any time, the medical director deems any paramedic incapable of performing his/her paramedic duties for reasons unrelated to conduct subject to disciplinary action, he/she shall be moved to a BLS status and reduced to non-credentialed paramedic pay until they have been recredentialed or any required remediation has been completed. This shall be completed within 90 calendar days of status change. If an employee is unable to complete credentialing or remediation as outlined by the medical director, all paramedic monetary compensation will cease, and they will maintain the status of an EMT until they are able to successfully meet the requirements.

If at any time, any personnel should lose their certification as a paramedic in the State of Florida it will be the responsibility of the person involved to seek reinstatement of their certification through the State of Florida. Any personnel that lose their certification as a paramedic for reasons unrelated to conduct subject to disciplinary action shall be moved to a BLS status as an EMT if certified and all paramedic compensation will cease.

Remedial training shall be given to all employees who are unable to successfully credential through the medical director.

The County agrees to cover all state mandated CEU requirements for all bargaining unit members. This shall cover both EMT-B and EMT-P certifications.

The County agrees to cover the cost associated with bargaining unit members' renewal application for either paramedic or EMT certifications. At no time will the County cover the cost for more than one certification renewal per bargaining unit member biannually.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

For future growth needs of the organization, based on operational needs, current bargaining unit members may be afforded the opportunity to attend a paramedic certification course at the cost of the County per calendar year.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

4. Civil Emergencies

If at any time it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the County during the time of the declared emergency provided that wage rates, overtime, and other monetary benefits shall not be suspended, and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency at the level agreed to in this agreement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

5. Community Relations and Charity Work

Both the County and the Union recognize the importance of public education and community service. The County shall allow fire rescue equipment and personnel to be used for said purpose in a station's first alarm area with on-duty personnel.

Participation will be at the discretion of the fire chief or designee who must ensure that crews can readily respond within their station coverage area.

Activities may include but are not limited to fire safety presentations, school demonstrations, the MDA Boot Drive, and participation in holiday activities.

If at any time an assigned special detail is in excess of three hours the fire chief or designee shall ensure additional units are rotated through the detail so as not to commit a single resource for an extended amount of time.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

6. Contagious Disease

The County shall provide tuberculosis and hepatitis A, B, and C screening every other year for all bargaining unit employees.

The County shall provide immunization for fire rescue employees on a voluntary basis as follows:

- Hepatitis - (Type B) - once every five years

The County shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the County for use by emergency medical personnel when treating victims.

The County shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

The County will make a good faith effort to ensure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

Nothing in this Agreement shall be construed as a waiver of the County's rights under Chapter 440, Florida Statutes.

If at any time the Health Department or the County Health Officer declares that a public health risk exists, and in their judgment, it is reasonable and prudent to immunize public health care employees from it, the County shall provide for appropriate vaccinations upon the approval of the employee.

If any bargaining unit member is directed to seek medical attention due to a possible infectious disease exposure, any financial obligations shall be covered by the County through workers' compensation insurance or through financial reimbursement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

7. Discrimination

The parties of this agreement agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, sexual orientation, or membership in the Union.

The Union members will not discriminate with regard to representation of its bargaining unit members in regard to terms and conditions of employment or membership because of race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, or sexual orientation.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

8. Distribution of Agreement

Upon request, the County will furnish one copy of this Agreement to each Union executive board member and one copy to each career fire station. The County will also maintain an up-to-date electronic version (to include any amendments) on the fire department's shared network drive for members to reference for the duration of this agreement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

9. Educational Reimbursement

The purpose of this article is to establish an educational assistance program that will encourage professional and vocational development.

Any non-probationary bargaining unit member will be eligible for educational reimbursement. Employees must maintain regular fulltime employment status and be on the active payroll at the beginning and end of the approved courses in order to receive reimbursement. Those employees who have terminated employment prior to the completion of their course will not be eligible for reimbursement. All employees utilizing educational reimbursement shall complete the department approved educational agreement and be subject to the terms as stipulated in the agreement.

The fire chief may establish a budgeted amount each fiscal year for payment of benefits under this policy. The fire chief or designee will make notification to the union of the actual budgeted amount at the beginning of each fiscal year. Employees will submit an education reimbursement form to fire administration for approval prior to registration for any classes. All certificates of completion, final grades, and proof of payments for classes and associated costs following the completion of the course will be provided to fire administration within 45 days of completing the course.

The maximum reimbursement amount per employee for:

- Associates level undergraduate degree programs shall be $1,500 per fiscal year with a maximum allotment of $500 per class course
- Bachelor's and master's level degree programs shall be $2,500 per fiscal year with a maximum allotment of $750 per class course
- Specialty courses not provided under a traditional university environment will be on a case-by case basis.

*Due to rising costs of education or specialty courses the fire chief or designee may approve higher amounts of allotment at their discretion.

Courses must be related to fire rescue job classifications or be a required course in a degree program of benefit to CCFR. The course work must be designed to enhance the knowledge, skills, and abilities relating to the employee's official duties. Courses may include traditional classroom instruction, seminars/conferences, directed studies, or computer internet-based programs and must be approved by the fire chief or designee.

Attendance is to be completed on the employee's own time and overtime will not be available unless approved by the fire chief or designee. Care should be taken so that neither the employee's job performance nor class work decline.

The employee must receive at least a passing grade of C or better to be eligible for reimbursement. In courses where no formal grade is provided the employee must obtain a written document from the instructor or institution indicating successful completion of the course.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Following successful completion of approved classes, the County will reimburse the employee for 90% of eligible expenses.

Reimbursement will be reduced by any amount paid through other sources such as the G I Bill, scholarships, and grants.

Courses that are provided through the Citrus County Fire Training Center will not be eligible for tuition reimbursement unless otherwise approved by the fire chief.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

10. Employee Funeral

Upon death, all active and officially retired employees of Citrus County Fire Rescue shall be entitled to a traditional firefighter's funeral and procession including use of fire rescue vehicles to transport the remains to the final resting place within a 50-mile radius of Citrus County, subject to the availability of equipment.

The County agrees to maintain its status as a member in good standing of the Gold Shield Foundation, Inc. The County further agrees to facilitate the rapid payment of the Foundation benefits and the County's benefits to the survivors.

In the event of a line of duty death, the County will cooperate with any procedures or investigations necessary to secure State or Federal death benefits in accordance with Florida State Statute 633.518.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

11. Employee Rights

All career members covered by this agreement shall have the right to join the Union or not join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations or other mutual aid for protection, the ability to express or communicate to management any view, grievance, complaint, or opinion related to the conditions of compensation and terms of employment of public employees or their betterment, all free from restraint, coercion, discrimination, or reprisal.

Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the County's, provided it does not impact the intent of the provisions established in the agreement.

There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or by virtue of the employee holding office or not holding office in the Union.

Provisions of this agreement shall be applied to all employees covered by this agreement without discrimination on the basis of union membership or lack of membership.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

12. Extenuating Circumstances Leave

Funeral Leave:

Upon the approval of the fire chief or designee, employees shall be granted leave with pay not to exceed one 24-hour shift, or two 24-hour shifts if the services extend beyond a 300-mile radius, to attend the funeral in the event of a death in the employee's immediate family. This time will not be charged against the employee's accrued leave. For purposes of this section, immediate family includes grandparents, parents, stepparents, parents of spouse, stepparents of spouse, spouse, brother, sister, child, stepchild, son-in-law, daughter-in-law, grandchildren and step-grandchildren.

- Acceptable proof of death of the family member is required.
- Specific approval of the fire chief or designee is required for persons not listed.

Jury Duty:

In the event employees are summoned for jury duty they shall receive pay at their regular straight-time hourly rate for any hours requiring them to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released. Employees are required to provide proof of jury duty service prior to approval of compensation under this section.

- Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.
- Employees on jury duty while on scheduled annual leave shall be allowed to substitute jury duty leave for that time served provided satisfactory evidence of the time served on such duty is presented to the fire chief or designee.

Court Attendance for Depositions:

Except for any legal proceeding in which the employee is a party adverse to the County an employee who is subpoenaed as a witness as a result of their official position shall receive pay for the hours they are required to attend court or give a deposition provided they remit to the County any subpoena and witness fees (not including any expense or mileage allowances) received. This time shall be considered actual hours worked and included for overtime compensation calculation purposes.

- Employees subpoenaed to attend legal proceedings shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
- Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- Employees who attend court while on scheduled PDO may be allowed to reinstate PDO hours served in court provided they are eligible for pay as described in this article and providing satisfactory evidence of time served on such duty is presented to the fire chief or designee.
- Time spent in court is the actual time required to report as stated on the subpoena or as scheduled and continuing until released by the judge or other officer of the court.
- The employee may be required to provide the fire chief or designee with proof of court service before compensation is approved.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

13. Fire Rescue Abilities Testing

This article shall apply to all bargaining unit members. The Fire Rescue Abilities Test (FRAT) is designed to measure the essential job functions of certified firefighters. Successful completion of the FRAT will be considered an essential function of each and every firefighter position.

Definitions:

CERTIFIED FIREFIGHTER – Any bargaining unit member holding positions that require certification as Firefighter I and/or Firefighter II. This will apply to any firefighter authorized to enter the "hot zone" or an Immediately Dangerous to Life and Health (IDLH) Atmosphere as defined in Florida Administrative Code 69A-62.

FIRE RESCUE ABILITIES TEST (FRAT) – A job-related physical abilities test administered for the purpose of determining the status of fitness of bargaining unit members.

PEER FITNESS TRAINER (PFT) – A fitness trainer certified in accordance with a wellness-fitness initiative developed by the International Association of Fire Fighters (IAFF), International Association of Fire Chiefs (IAFC), and the American Council on Exercise (ACE).

SELF CONTAINED BREATING APPARATUS (SCBA) – A mask, air pack, and air bottle designed to provide clean air to the wearer in situations involving contaminated air.

PERSONAL PROTECTIVE EQUIPMENT (PPE) – Protective clothing and self-contained breathing apparatus worn by firefighters. The clothing consists of boots, bunker pants, bunker coat, gloves, hood, and helmet and is designed to protect the wearer from heat, fire, and other hazards normally encountered in firefighting.

MINIMUM FITNESS STANDARD

All firefighters will be required to successfully complete the Fire Rescue Abilities Test (FRAT) in accordance with department policy on a biannual basis.

Firefighters successfully completing the FRAT at a minimum time of eight minutes, fifty-six seconds (8:56) will be deemed to be in compliance with this fitness article. Firefighters who do not meet these minimum standards will be considered to have failed the FRAT.

Firefighters successfully completing the FRAT in a time of four minutes, fifteen seconds (4:15) or less will be allowed to complete the course on an annual basis.

EXEMPTION FROM THE FIRE RESCUE ABILITIES TEST (FRAT)

Certain exemptions may apply to the FRAT requirements including but not limited to firefighters on light (limited) duty, approved medical leave, or have other temporary disabilities; firefighters suffering catastrophic injury as determined by the fire chief or designee; and/or firefighters involved in line-of-duty events likely to adversely impact test results.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

RETURN TO FULL, UNRESTRICTED DUTY

Firefighters returning to full, unrestricted duty from any absence related to work comp, FMLA, or leave due to injury or illness that extends past 3 shifts of the employee's normal shift will be immediately required to meet all FRAT requirements unless otherwise determined by the fire chief or designee. Procedures for returning to duty will be in accordance with the department and County policy.

FIRE RESCUE ABILITIES TESTING (FRAT)

The Fire Rescue Abilities Test program will be administered by the fire chief or designee who will schedule, test, and record FRAT results for each firefighter. These results will be maintained, archived, and trended.

Testing will be limited to daylight hours (unless lighting is available) during the months of April and October with due regard for temperature and humidity. Testing during times of extreme temperature and/or humidity should be minimized by testing in early or late daylight hours.

All employees must be able to pass a brief vital sign assessment prior to beginning the FRAT course. Each employee may receive up to two separate assessments within a 30-minute period prior to beginning the FRAT course. At a minimum, the assessment will include monitoring of B/P, heart rate, respiratory rate, oxygen sat %, and body temperature. All minimum and maximum vital signs limits will be established through the CCFR medical director.

During testing, participants will wear personal protective equipment (PPE) as outlined in the definitions section of this article. To complete the FRAT course, the firefighter or applicant will:

1. Report to the designated starting point wearing the provided PPE with SCBA and "on air."
2. Raise the high-rise pack to his/her shoulder and enter the "building." Timekeepers will begin timing when the firefighter touches the high-rise pack.
3. Raise the high-rise pack to his/her shoulder and climb three flights of stairs carrying the pack on his/her shoulder. During this task, the firefighter or applicant must use every step on the staircase and must keep at least one hand in contact with the handrail at all times.
4. Upon reaching the third floor, deposit the high-rise pack at the door and conduct a right-hand search of the room on his/her knees while traversing a confined space (prop or simulated) of approximately eight feet in length.
5. Pick up the high-rise pack and return to the starting point in the same manner as the ascent.
6. Remove a 24-foot ladder (approximately 74 pounds) from a chest high ladder rack, carry it 25 feet, and return it to the rack.
7. Raise a 24-foot ladder from the ground up to the side of the building (hand-over-hand) then lower the ladder back down to the ground in the same manner.
8. Using a pulley and rope, hoist a hose roll (approximately 74 pounds) hand-over-hand up the outside of the building to the third floor then lower it in a controlled manner.
9. Drag a rescue dummy or sled (approximately 165 pounds) 25 feet and return.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

10. Enter the "building" and use a New York-style roof hook or pike pole (or prop) to strike the corner of the ceiling 15 times.
11. Carry two 46-pound simulated foam buckets (one in each hand) 50 feet and return.
12. Use the provided sledge to hammer a steel sled (Keiser-style) the full length of the carriage frame.
13. Connect (until threads stop) a 2½ inch fire hose coupling then signal completion by raising or clapping the hands.

*Failure of an individual segment may be repeated however it will be counted in the overall time.

FIRE RESCUE ABILITIES TEST (FRAT) FAILURE

Except for exemptions as provided herein, a firefighter who does not pass the FRAT because of the pre-vital screening or failure to complete the course within time will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Fire chief or designee complete a FRAT failure form.
- Employee must provide an approved CCFR medical clearance form completed by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- Employee may have a 2nd attempt if cleared by a physician.
- If the employee fails a 2nd attempt because of failing a pre-vitals screening or failure to complete the course, they will be placed off duty for 60 days, assigned a mandatory physical fitness program by the department PFT to include weekly performance evaluations, and may be subject to disciplinary action.

Except for exemptions as provided herein, a firefighter who does not pass the post-vital screening after completing the FRAT within 30 minutes will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Employee must provide an approved CCFR medical clearance form by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- An employee may return to duty immediately following clearance from the County physician.
- Employee will be assigned a mandatory 60-day physical fitness program by the department PFT to include weekly performance evaluations.

Employees that are removed from active duty may utilize annual leave (PDO) or leave without pay until successful completion of the FRAT. Any retesting will be administered by the fire chief or designee.

Employees who fail a FRAT attempt will still be responsible for meeting subsequent biannual requirements. Successive failures within 12 months will be dealt with in accordance with progressive and cumulative discipline.

If successful completion of the FRAT is not achieved within 60 days of the original failure, fulltime firefighters may be permanently reassigned to other non-combat positions if available and qualified.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

No person related by blood or marriage will administer testing for their relative. Testing of job applicants and others as needed will be administered by FRAT-certified training personnel.

MEDICAL FITNESS FOR DUTY

Medical fitness for duty evaluation will be conducted in accordance with NFPA 1582 by a County approved physician. A fitness for duty evaluation maybe requested by the fire chief at their discretion in accordance with NFPA 1582.

TIMING AND RECORDS

The fire chief or designee will be present for each FRAT conducted and ensure two separate times are recorded. Both times will be recorded on a Fire Rescue Abilities Test Score Form and submitted to the training division. All completed FRAT records will be forwarded to the fire training chief.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

14. Grievance Procedure

In a mutual effort to promote harmonious working relations between the parties of this agreement it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application and interpretation of this agreement. The parties agree that the grievance procedure shall be the sole and exclusive method of the Union to question the County's application or interpretation of this agreement and in all matters of discipline.

To avoid the confusion and problems which occur when several forums are being used for the same or similar subjects a grievance shall be held in abeyance when an employee or the Union files a claim with any court or administrative agency covering the subject matter of the grievance.

The Union president has the right to file a general grievance beginning at step 3 of the grievance procedure on behalf of a named employee provided all the following criteria are met:

- That the Union can factually demonstrate the subject matter of the grievance is general in nature and has broad application to a significant number of members of the bargaining unit.
- That the matter is otherwise a grievable matter within the meaning of this article.
- That the grievance is served to the human resources director within seven (7) days after the alleged misapplication or misinterpretation of this agreement.

Should the Union decide to file a general or class action grievance on matters that have already been filed by individual employees, with or without the assistance of the Union, such grievances will be consolidated and resolved together.

A shift representative shall be permitted to confer with the appropriate supervisor and/or director under the circumstances described under step 1 of the grievance procedure without loss of pay provided the County may discontinue payment for such time in case of abuse by the shift representative.

A shift representative shall report to and receive permission from the fire chief or designee when stopping work to investigate a grievance and shall report back to the fire chief or designee when ready to resume work.

If the shift representative represents more than one work location and is required to leave their regular workplace to investigate a grievance, the shift representative shall report to the fire chief or designee when stopping work and sign out on a form provided by the fire chief or designee. Upon arriving at the work location of the affected employee the shift representative shall report to the appropriate supervisor. Upon returning to the employee's own work location the shift representative shall report back to the appropriate supervisor or designee and sign in when ready to resume work.

Such grievance investigations conducted by the shift representative shall not interfere with County business.

No more than one shift representative shall be permitted to leave their workplace for the purpose of investigating a grievance.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Definitions

GRIEVANCE – shall be defined as a violation of a specific provision of this agreement.

GRIEVANT – An employee affected by the alleged misapplication or misinterpretation of this agreement. The grievant has the right to the presence of a representative of his/her choosing at all steps of the grievance procedure.

EMPLOYEE – shall include any individual within the bargaining unit covered by this agreement.

DAY – when used in this article shall mean working days: Monday through Friday, exclusive of holidays recognized by the County.

All grievances must be processed within the time limits herein provided unless extended by mutual agreement between the Union president and fire chief or designee.

Withdrawal of Grievance

A grievance may be withdrawn by the grievant at any time at any step of this grievance procedure with written notice to the Union and the County.

Disciplinary Grievance Procedure

In matters of disciplinary termination, the first step for the grievance procedure will be step 3 of this agreement and any decision rendered during step 3 of this process will be final.

All lesser degrees of discipline shall begin with step 1 of this agreement and any decision rendered during step 2 of this process will be final.

Step 1: If a grievance exists the grievant shall, within 14 days after the action giving rise to the alleged grievance, first discuss it in an informal manner with the person that issued the discipline.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. The precise date and manner that the alleged improperly issued disciplinary action occurred
2. The lack of proper cause for discipline of the employee
3. All details and facts on which the grievance is based
4. The action, remedy, or solution requested
5. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

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Step 3: In matters of disciplinary termination the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Contract Grievance Procedure

Step 1: If a grievance exists the grievant shall, within 14 days after giving rise to the alleged grievance or if provisions of this agreement which is/are alleged to have been misapplied or misinterpreted, discuss it with their immediate supervisor in an informal manner.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. In matters of contract violation, the specific provision(s) of this agreement which is/are alleged to have been misapplied or misinterpreted
2. In matters of discipline the lack of proper cause for discipline of the employee
3. The precise date and manner of the alleged improperly issued disciplinary action or, misapplication/misinterpretation of this agreement
4. All details and facts on which the grievance is based
5. The action, remedy, or solution requested
6. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

Step 3: In the event the grievant is not satisfied with the written disposition of the grievance by the fire chief or if no disposition has been made within the time limits provided in step 2, the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Step 4: In the event the grievant is not satisfied with the disposition by the county administrator in step 3 or if no disposition has been made within the time limit as provided in step 3, the Union may request grievance arbitration as set forth below. Such request shall be filed with the human resources director no later than seven days after the county administrator's step 3 response to the grievant. If the County does not agree that the matter is arbitral, notification of such disagreement as to whether the matter is arbitral shall be sent to the Union and/or the grievant, whichever is applicable, within 15 days of receipt by the human resources director of the request to proceed to arbitration. The parties agree that in such an instance an arbitrator shall be selected according to the Strike 3 Rules of the Federal Mediation &

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Conciliation Service (FMCS). The arbitrator shall rule first as to whether or not the matter is arbitral before the grievant or the Union shall take any further action regarding the grievance.

Step 5: If there is no objection by either party as to whether the matter is arbitral or if the above-mentioned procedure has been fully complied with, the arbitrator shall then take the grievance under consideration for resolution in accordance with the rules of the FMCS. It is expressly understood that the arbitrator shall not have the power to add to or subtract from, modify, or alter the terms of this agreement. The arbitrator shall render a decision in writing within 30 days or as soon as possible. If post hearing briefs are submitted, a mutual agreement will be made as to when the briefs are due to be mailed to each respective party and submitted to the arbitrator. The arbitrator's written decision will be mailed to both parties after receipt of the post hearing briefs and a mutually acceptable date is given for the decision. The decision shall be binding on all parties. All expenses for witnesses, arbitrators, and other associated costs relating to mediation and/or arbitration shall be the sole responsibility of the losing party.

The time limits provided in this article shall be strictly observed unless extended by mutual agreement between the union president and the county administrator or designee. Failure of the Union or grievant, whichever is applicable, to proceed with the grievance within the time limits hereinbefore provided shall result in dismissal of the grievance. Failure of the County or its representatives to respond within times provided shall entitle the Union or grievant, whichever is applicable, to proceed to the next step of the grievance procedure.

All grievances shall be processed outside of normal working hours except as follows:

1. The presentation to the fire chief or immediate supervisor described in step 1 may be made during normal working hours provided permission has been received and such presentation does not interfere with County business.
2. The presentation to the fire chief described in step 2 may be made during normal working hours upon the mutual agreement of the fire chief and the grievant.
3. The presentation to the human resources director and county administrator described in step 3 may be made during normal working hours upon mutual agreement of the grievant, the human resources director, and the county administrator.
4. The grievant and shift representative shall be paid only for the time spent presenting grievances during working hours as described in step 1 through step 3.

The date of disposition shall be the date on which the fire chief or county administrator delivers the disposition to the Union or grievant, whichever is applicable, or the date of postmark in those instances where delivery is by U.S. Mail.

Disciplinary action taken by the County must be implemented no later than 10 days, not to include weekends or holidays, following the County's conclusion of their active investigation of the matter. All disciplinary actions will comply with the Firefighter Bill of Rights Florida State Statue 112. The employer shall not discharge, suspend, or take any other disciplinary action against an employee without proper cause.

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15. Health and Safety Committee

The County and the Union agree to provide the highest standards of health and safety in the fire rescue department in order to eliminate accidents, deaths, injuries, and illness as much as possible. In this article, the Union, through its representatives, has been accorded certain participatory rights and shall not diminish the employer's rights and responsibilities herein described.

The County and the Union agree to participate in a joint workplace safety group that will consist of representatives from each party. All parties will actively participate in the promotion of all aspects of health and safety to include, but not limited to, the physical fitness program, the training program, and the utilization of all safety equipment and procedures. The County and the Union agree to consider nationally recognized fire standards and guidelines for training exercises.

There shall be a joint health and safety committee composed of three members appointed by the Union president and three members appointed by the fire chief or designee, of which two must be on-call. Out of the committee a chairperson shall be selected and will be appointed to a two-year term as chairperson. Health and safety committee bargaining unit members covered by this agreement shall be compensated their regular hourly wage while engaging in workplace safety committee or workplace safety coordinator training, meetings, or other duties incurred by being a part of this committee.

All actions of this committee will be in compliance with applicable Florida State Statutes and the Florida Administrative Codes.

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16. Indemnification

The County shall offer legal defense to employees for civil suits from tort liability incurred while acting in the scope of employment and pursuant to the guidelines set forth in Florida State Statute 768.28, and protect said employee from civil liabilities only, resulting from any act, event, or omission of action in the scope of their employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. If the attorney selected by the County to represent the employee is not acceptable to the employee, the employee may retain their own attorney at their own cost.

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17. Insurance

The County shall offer health, dental, vision, and life insurance plans to all bargaining unit members including retirees.

When the County determines that there is reason to change benefits, coverage, or premium costs the following procedure shall apply:

I. The County will provide, in writing, no less than four weeks' notice to the Union of its determination.
II. The County may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the County
III. In the event a premium cost change occurs, an appointed member of the Union shall be involved with any informational meeting, etc. until an agreement is reached (example: insurance review committee).

The County agrees to provide an on-site health and wellness center for bargaining unit members and retirees carrying the County's health insurance for purposes of primary care appointments. The health and wellness center shall be open a minimum of five days per week with the exception of designated holidays. The County reserves the right to annually review the sustainability and operations of the on-site health and wellness center.

The County, in conjunction with the designated insurance broker, agrees to actively pursue additional employee insurance options annually in an effort to provide alternatives to reduce the overall impact of cost associated with health care.

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18. Labor & Management Partnership Strategy Group

There shall be a Labor Management Partnership Strategy Group consisting of representation from the Union and Management. The purpose of this group is to discuss operational concerns and ideas, including but not limited to standard operating guidelines, apparatus response, development of uniform items, etc.

The Labor Management Partnership Strategy Group will be comprised of three members appointed by the Union president and three members appointed by the fire chief or designee. The group shall meet on request of either party, or at least quarterly, to discuss and provide input for safety and operational issues. The group shall have the authority to make advisory recommendations to the fire chief.

The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a re-opening of negotiations or resolution of grievances.

Union representatives in this group will not be compensated by the County for these meetings, but the union representatives may elect to use union time pool.

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19. Leave of Absence without Pay

The fire chief may authorize leave without pay to a fulltime non-probationary bargaining unit member for a period of up to 30 calendar days per each request up to a maximum of 60 days total per calendar year for reasons deemed to be in the best interest of the County which do not adversely affect departmental operations.

The leave period shall, if possible, be for a specified length of time. An employee granted leave is required to give notice of intent to return or request an extension at least two weeks prior to the expiration of the approved leave period. Failure of the employee to return to work at the expiration of approved leave will be considered a voluntary resignation.

All accrued PDO and approved sick bank leave must be used before leave of absence without pay is granted. Leave of absence without pay in excess of 15 consecutive calendar days will stop any further accrual of PDO.

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20. Light Duty Assignment

An employee who is unable to perform the essential functions of their position due to an injury or illness not covered under the County's Workers' Compensation Policy may be afforded a temporary light duty assignment upon the approval of the fire chief or designee. This includes employees who have exhausted their FMLA benefits provided they have clearance from their physician to work in a light duty capacity.

Unless otherwise precluded by applicable law, the County will require that an employee in need of light duty present sufficient medical documentation verifying the need, the employee's medical restrictions, and the expected duration of the need for light duty. The County will require periodic updates of this medical information from the employee and their physician. The County will not require an employee to perform light duty assignments that exceed the employee's medical restrictions.

Employees performing light duty will be paid their regular hourly wage rate. If the employee is assigned to a 40-hour per week schedule, their pay will be adjusted to reflect their annual salary. Employees who are assigned to light duty on a 40-hour per week schedule will be entitled to overtime compensation for actual hours worked in excess of 40 hours in a work week and accrual of all other benefits will be in accordance with rates applicable to 40-hour per week fire rescue employees.

At the sole discretion of the fire chief or designee, light duty assignments will be limited to a maximum of 60 days. An additional 30 days may be granted by the county administrator or designee.

Prior to returning to normal job duties the County will require the employee to provide a fitness for duty form from their physician establishing the employee's ability to safely perform the essential functions of their position. Prior to being placed back on regular duty the employee will be required to pass the physical agility test (FRAT).

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

21. Loss of Personal Property

The County shall repair or replace an employee's prescription eyeglasses, contact lenses, and hearing aids when all the following conditions are met:

- The item was damaged or lost as a result of the employee's performance of duties
- The damage or loss was not a result of the employee's own negligence or failure to use proper protective equipment
- The employee reports the damage or loss to their immediate supervisor, within two hours of the end of the current assignment or shift on a form provided for this purpose

When the conditions of this article are met, the County shall reimburse the cost of replacement of the mentioned items. Payment will be made within 30 days of receipt of all necessary paperwork.

In no event shall the County be required to pay more than $300 each calendar year per employee under this article.

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22. Management Rights

Except as expressly limited by any provision of this agreement, it is the right of the County to determine unilaterally the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

23. Minimum Staffing

The County and the Union recognize the importance of proper staffing. For the immediate future, while the County expands departmental coverage, minimum staffing shall be defined as no less than two fulltime personnel per station assignment. It is agreed that as funds become available the ultimate goal of Citrus County Fire Rescue shall be to staff no less than three fulltime personnel per station assignment, per day.

Daily Minimum On-Duty Personnel

Every shift & station shall be at a minimum of 2 on-duty personnel each day

- One company officer (or equivalent)
- One driver engineer (or equivalent)

Every shift shall be at a minimum of 20 on-duty personnel each day.

If at any time there are more than six vacancies in the firefighter entry level position, the County agrees to immediately start the hiring process.

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24. Miscellaneous Employee Benefits

Employees required to use personal vehicles when ordered to report to another duty station without prior notification after reporting to or leaving from their regular assigned duty station shall be paid regular travel at the County's reimbursement rate.

The County shall provide "Life Scan" screenings to fire rescue employees every year due to the hazardous nature of daily job-related functions.

The County agrees to furnish two fire service-related trade magazines or professional journals in each career fire station.

The County agrees to provide cable television or equivalent to each career fire station with two digital converters required by the cable provider. At no time shall any cable box be used for recording or purchasing any pay-per-view programming. Stations that are currently above the two digital converter minimum will remain status quo with their allotment.

The County agrees to provide a second internet connection at each career fire station. This service will be used for the purpose of completing approved fire or college classes on-line without interfering with day-to-day operations on the station computer.

Living Conditions:

- The County agrees to provide hot and cold potable running water, working showers, refrigerator/freezer, dishwasher, microwave, heating and air conditioning with controls available to personnel, stove/oven, individual bunks, individual lockers, ice machine, washer, dryer, and laundry supplies (to include bleach, fabric softener sheets, and laundry detergent) at each career fire station at all times. The appliances and supplies are to be used during the performance of official fire rescue business only.
- All potable water at fire stations will be tested if needed or requested to ensure safe consumption.
- At any time the items listed above are in need of repair or replacement it shall be deemed an immediate priority.

The County and the Union, through the labor/management strategy group will establish and maintain a minimum standardized "station goods" list to be provided by logistics.

The County agrees to continue participation with the Florida Retirement System for all bargaining unit members.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

25. No Strike

The Union, its members, agents, representatives, or bargaining unit employees, or other persons acting on their behalf shall not engage in, sanction, or condone, authorize, participate in, or permit any interference with County operations, nor engage in strike activity prohibited by law.

The term "strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations of employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the County for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage at the County. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

The County agrees that it will not engage in a lock-out of bargaining unit members.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

26. Out of Classification Assignment

Any 24-hour bargaining unit member on a current promotional list will receive the following for being required to accept the duties and responsibilities of an out of classification assignment.

- Receive $1.50 per hour above their current base rate of pay
- Not be required to sit for any further promotional assessments for the rank they are being required to fill in an out of class assignment

Any 24-hour bargaining unit member not on a current promotional list may voluntarily request to work out of class. If approved, these individuals will receive $1.50 per hour above their current base rate of pay but must meet the following minimum criteria when being required to accept the duties and responsibilities in an out of classification assignment.

- Must have 6 months full-time service with Citrus County Fire Rescue or 6 months in a newly promoted position and have successfully completed phase 2 of their assigned task book.
- Must either meet all the education and time requirements for the position they are filling and be cleared by the training division for out of class assignment by way of a skills demonstration.

Any 24-hour bargaining unit member being utilized for out of class in a Supervisory Unit (Lieutenant or Captain) position must be on a current promotional list.

Individuals who wish to be removed from their voluntary out of class assignment will lose all out of class pay and become ineligible to work out of class until they are placed on a promotional list. Final determination and approval for personnel acting in an out of class assignment shall be made by the fire chief or designee.

All regular occurring vacancies will be filled in the following order:

1. Same shift out of class personnel
2. Same rank voluntary overtime
3. Out of class personnel voluntary overtime
4. Same rank mandatory overtime

Individuals shall not be assigned to work out of class in positions considered vacant beyond 90 days. All vacant positions shall be filled in accordance with the Vacancies and Promotions article of this agreement.

Every effort will be made to keep individuals that are required to ride out of class in the same station they are assigned to when fulfilling out of class assignments.

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27. Outside Employment

Outside employment is any paid employment performed by an employee in addition to their employment with the County. Any member of the bargaining unit who desires to perform outside employment shall do so in accordance with the County's policies and procedures and file a written request.

Outside employment may not be approved unless the following minimum criteria are met:

- Such employment shall not interfere with the efficient performance of the employee's duties
- Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations or the appearance of conflict as determined by the County
- Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from their outside duties if and when called for a bona fide emergency by the County.
- Employees will not engage in outside employment when away from work using unscheduled PDO or FMLA for personal illness
- Outside employment will not occur during assigned business hours unless the employee is on approved annual leave or approved unpaid leave of absence
- The County will not be responsible for any illness or injuries which may arise from the outside employment

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28. Personal Days Off

Personal Days Off (PDO) are intended to allow a period of rest and relaxation and time to take care of personal business matters. Each employee shall only be allowed to continually accrue annual leave based on the rates below. This time may also be utilized for absence from duty because of personal illness, physician appointments, continuing education, and legal quarantines of an employee or their immediate family.

Personal Days Off for 24-hour employees will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	367	734
5 – 9 Years	423	846
10 – 14 Years	479	958
15+ Years	535	1070

Personal Days Off for fire inspector (or 40-hr/week employee) will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	176	280
5 – 9 Years	216	400
10 – 14 Years	256	520
15+ Years	296	560

Any employee over their allowed maximum amount of accrued time shall not accrue any additional PDO time until they are under the stated maximum accrued hours corresponding with their years of service.

Employees requesting annual vacation leave shall submit a request at least sixty hours prior to the date(s) leave is to be taken.

An employee may take accrued time off in increments of 12 hours. The fire chief or designee has authority to approve or disapprove any PDO request and may exercise that authority when appropriate.

An employee may be granted time off in increments less than 12 hours to attend doctor or dental appointments, classes and/or training.

At any time, the County may solicit hours to be sold back to the department at a rate of the employee's current hourly rate. Both the employee and the County must mutually agree to sell the hours back.

Any non-probationary member of the bargaining unit who is separated from service with the County in good standing shall be compensated for unused accrued Personal Days Off at the employee's current base rate of pay at the time of separation up to their maximum accrual rate according to the following schedule:

- One to Four Years – 70%

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- Five to Nine Years – 80%
- Ten to Fourteen Years – 90%
- Fifteen or More Years – 100%

The number of personnel allowed annual vacation leave per shift shall be 2 company officers, 2 driver engineers, and 2 firefighters. For the purpose of annual vacation leave usage the ranks of captain and lieutenant will be considered company officers with company officer rank seniority determining leave usage on available days.

An employee will be granted time off for educational purposes as long as there are no overtime costs incurred and the minimum staffing levels are maintained. In the event this cannot occur without the use of overtime then the employee requesting leave shall use PDO or shift exchange.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

29. Policies and Procedures

As Citrus County Fire Rescue departmental policies, general orders, and other procedures are created and amended from time to time, which may apply to bargaining unit employees, the department will provide a copy to the Union to allow for input.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

30. Reduction in Workforce

In the event of a layoff or elimination of a position within fire rescue, the employee with the least seniority shall be reduced to the next lowest classification provided employee is qualified to perform those duties or can be trained to perform those duties within twelve months, one extension may be granted by the fire chief or designee for circumstances beyond the control of the employee. Such reductions shall continue until the lowest classification has been reached where the employee with the least overall seniority shall be laid off.

Employees will be recalled from a layoff in the reverse order of their layoff, by seniority, provided the employee is still qualified to perform their work. The recall rights shall continue for a period of two years from the date of an employee's layoff. The County shall notify the employees of all job openings in the employee's former category during the two-year period. Such notification will be mailed to the employee's last known address via certified mail and return receipt requested. The laid-off employee must accept the recall option within 14 calendar days of receipt, or the employee will be considered to have forfeited any recall right.

An employee on layoff shall retain seniority for two years following their layoff but shall not accrue seniority while on layoff.

In the event a member of the bargaining unit has been recalled pursuant to the terms of this article, such employee shall be required to meet the essential functions, hiring standards, and all physical and medical standards required of all new employees by the County. Failure to meet such standards will terminate such employee's rights to be recalled.

It is agreed by both parties that no new employees will be hired by the County into positions within fire rescue which were held by members of the bargaining unit who had been laid off in accordance with this article until all members of the bargaining unit who were laid-off in accordance with this article have been given the opportunity to return to work.

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31. Savings Clause

If any article or section of this agreement is deemed invalid, unlawful, or non-enforceable by reason of existing or subsequently enacted legislation, or by any judicial or quasi-judicial tribunal, all other independent provisions of this agreement shall remain in full force and effect.

In the event of any invalidation of any provision of this agreement, the parties agree to meet within 30 calendar days to discuss the matter and attempt to arrive at a satisfactory alternative to the invalidated provision.

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32. Seniority

Seniority, for the purpose of this contract, is defined as the length of continuous, uninterrupted fulltime service with Citrus County Fire Rescue and Citrus Sheriff Fire Rescue combined; no time shall be counted prior to April 5, 2005. Seniority continues to accrue during all types of leave with the exception of leave of absence without pay for a period exceeding 30 calendar days.

For employees hired on the same date, seniority shall be based upon total scores from an assessment process.

Each employee shall have rank seniority based on the employee's total length of service in that rank dating back to the employee's first date of continuous employment in that rank.

The County shall establish a current and accurate seniority list based on both types of seniority on January 1 of every year and post on the agency internal network.

In the event rank seniority in a specific rank is equal between employees, the employee's promotional test score shall be used in breaking a tie.

Types of Seniority:

- **Bargaining Unit Seniority**: for the purposes of this agreement, all bargaining unit members' seniority shall be defined to be the length of continuous, uninterrupted fulltime service while employed by either Citrus County Fire Rescue or Citrus Sheriff Fire Rescue under either bargaining unit included in L4562 (rank and file or supervisory).
- **Rank seniority**: determined by the most recent date of promotion for bargaining unit member of continuous employment in such rank.
- **Company Officer Rank Seniority**: determined by the date of initial promotion to, and continued employment in, a company officer position.

Uses of Seniority:

- Bargaining unit seniority:
  - Shall be used when determining annual leave accrual
  - Shall be used during layoffs and reductions in work force
- Rank and file employees shall use rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details
- Employees in the supervisory unit, namely company officers, shall use company officer rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details

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33. Shift Exchange

Shift exchanges are permitted for employees with more than three months of fulltime service. All shift exchanges must be submitted to the employee's battalion chief or designee with at least 12 hours advance notice. With prior written approval, the 12-hour notification may be waived by the battalion chief or designee.

If employed less than three months, the employee may do swaps for educational purposes, emergencies, or circumstances/situations in which the fire chief or designee sees fit.

No more than 10 consecutive shift exchanges may be utilized by an employee unless approved by the fire chief or designee.

A replacement that leaves work early shall have PDO time deducted from their bank at a rate of 1.5 hours per hour for the remainder of the shift. This rule also applies to employees that do not show for duty on a previously approved shift exchange. No hours will be deducted from the employee originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.

A shift exchange constitutes an even exchange and neither party becomes eligible for overtime compensation because of a shift exchange. In the event the shift exchange runs over the 24 hours agreed upon due to the nature of the job the employee working shall be entitled to appropriate compensation.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

34. Sick Leave Bank

The purpose of this article is to establish a sick leave bank for non-probationary bargaining unit members to utilize for long term injury/illness. All non-probationary bargaining unit members will exclusively participate in this sick leave bank in lieu of the regular County sick leave bank.

The County will maintain this sick leave bank to provide employees with temporary continued income and benefits after they have exhausted all PDO hours and are experiencing an illness or injury requiring an extended absence from work.

All regular fulltime non-probationary 24-hr. shift employees will participate in this sick leave bank. To fund the bank employees will automatically contribute 24 PDO hours to the bank per year. Automatic contributions by employees will be made according to the following schedule:

- October 1: 12 hours
- April 1: 12 hours

All regular fulltime non-probationary 40 hour a week employees will automatically contribute 8 hours to the bank per year on October 1 of each year.

In the event of an illness or injury to the employee requiring extended leave, the employee may request PDO hours from this sick leave bank after they have exhausted all accrued PDO.

Up to 720 hours for non-probationary 24-hour shift employees (total) and 480 hours for non-probationary 40-hour/week employees (total) may be withdrawn per calendar year for injury and illness as determined by the fire chief or designee. While utilizing the sick leave bank employees will not accrue any PDO time.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

35. Station Transfers

All bargaining unit members may be eligible to submit for a station transfer each time a vacancy becomes available or when a new station opens. For purposes of this article, a station transfer is defined to exclude temporary re-assignments to different stations for a period not exceeding 90 days.

Personnel may be selected and assigned to work specific vacancies based on individual training, education, and experience; however, preference will be given based on seniority to members with the same qualifications.

All members shall be given 14 days' notice prior to moving a shift and/or station unless otherwise mutually agreed upon.

In any station transfer bid process prior to the fire chief's review all station bid requests will use the following criteria, in order, during the fulfillment of any vacancy:

1. Rank seniority
2. Overall seniority

If two members mutually decide to permanently swap assignments, the request shall be made to the fire chief, in writing, for approval.

In the event any significant department-wide moves are deemed necessary by fire administration a member of the Union's executive board and the Union president will be allowed to participate in the process.

Final authority on all voluntary and involuntary re-assignments rest with the fire chief.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

36. Uniforms

During the term of this agreement, the County agrees to provide the following issue of uniforms at no cost to the employee. It is the County's intent to immediately provide to each employee, as needed, the uniforms, accessories, and protective clothing listed in this article. However, should such uniforms, accessories, or protective clothing not be in stock at the time of hiring or promotion, fire rescue shall immediately process the appropriate paperwork necessary to obtain such items.

Uniforms shall include, at a minimum, the following items as an original standard issue at the time of hiring and will be upgraded appropriately at the time of promotion. Inspector standard issue uniforms will be replaced as needed.

Shift Personnel Standard Issue (Initial Employment):

- 2 Class B shirts (short and/or long sleeve) with appropriate badges and patches
- 4 Class B pants (male or female style), 2 of which may be Class B shorts
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather work jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 2 pairs gym/workout shorts
- 1 pair safety toe black uniform boots/shoes

Inspector Standard Issue (Initial Employment)

- 5 Class B shirts (short and/or long sleeve)
- 5 Class B pants (male or female style)
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 1 pair safety toe black uniform boots/shoes (to be replaced annually or as needed)

1 Class A Uniform consisting of:

Firefighter and Driver Engineer:

- 1 Class A shirt
- 1 Class A pant
- 1 patent leather belt and pair of shoes
- 1 black tie

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Company Officer:

- 1 Class A shirt
- 1 Class A pant
- 1 Class A jacket
- 1 black tie
- 1 patent leather belt and pair of shoes
- 1 formal dress hat

All officers will receive two gold badges, one name plate, and a set of collar brass (utilization of the trumpet rank system will be followed), all other positions will receive one silver badge and one name plate.

Combat uniform (safety equipment) to include at a minimum the following (NFPA/OSHA approved equipment):

Complete set of turnout gear consisting of:

1. Turnout coat
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Suspenders
4. Nomex hood
5. Helmet
   a. Yellow for new hire probationary employees
   b. Black for firefighter and driver engineer
   c. Red for company officer
6. Structural firefighting boots
7. Structural firefighting gloves
8. Multi-purpose extrication gloves
9. Appropriate SCBA personal face piece
10. Appropriate eye protection
11. Personal flashlight* *(choice of helmet-mounted or chest-mounted flashlight)*
12. 4 personal accountability tags
13. Turnout gear bag

**A model flashlight shall be selected by the technology committee and mutually agreed upon by the Union and the fire chief or designee.*

Complete set of back-up turnout gear consisting of:

1. Turnout coat

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.

2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Structural firefighting gloves
4. Nomex hood

USAR / HazMat (Special Operations) Uniform Issue:

1. 5 pair BDU style pants
2. 1 BDU style jacket with appropriate team patches and name badges
3. 1 USAR belt *(Last Chance style)*
4. 5 special operations team appropriate long sleeve T-shirts
5. 1 pair tactical boots for USAR team members *(USAR approved boots shall be used during deployment)*

The replacement of the listed safety equipment will be on an as needed basis due to contamination or if items become not wearable due to excessive wear as determined by the fire chief or designee. Should any of the safety items contained in this article not be in stock at the time the item is requested, fire rescue shall obtain such items within 30 days and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacement of safety equipment shall be at no cost to the employee provided the employee follows appropriate procedures and was not negligent.

Personnel may be subject to a uniform/equipment inspection to ensure proper appearance and safety is maintained.

On October 1 of each fiscal year (to be pro-rated for new employees after completion of one year of continuous service) a credit of $500.00 shall be issued to each 24-hour bargaining unit employee covered under this agreement for the sole purpose of requesting additional standard issue items given to the employee at the time of hire.

This amount shall not exceed $500.00. Any overage shall be paid by the employee. This agreement is non-transferable from employee to employee. Any amount left over shall not carry over from year to year and holds no cash value.

A maximum of $200 may be utilized for the purchase of extra safety equipment above the standard issue.

The following is a list of additional items that may be requested using the above annual credit:

- Additional standard issue items
- Additional USAR standard issue items
- Additional HazMat standard issue items
- Job shirt

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

- Sweatshirt
- Additional standard issue safety equipment excluding turnout gear (turnout coats, pants, SCBA face piece, helmet, and suspenders)
- Any items approved by the fire chief or designee after this agreement has gone into effect. This may include "store items" or any expansion on standard issue items
- The County and the Union through the Labor/Management Strategy Group will establish and maintain a list of safety equipment/protective gear available for purchase with the annual allotment.

After an employee's 5-year anniversary of fulltime service as defined in the Seniority Article of this agreement they will be eligible to receive custom leather suspenders.

After an employee's 10-year anniversary of fulltime service as defined in the Seniority Article of this agreement, they will be eligible to receive a leather firefighting helmet.

Upon an employee's time of service retirement, they shall receive a commemorative service award consisting of one helmet, one uniform, and one badge provided they retire in good standing.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

37. Union Business

The Union, through its president or designee, shall notify the County in writing of the name and scope of authority of the shift representatives, if any, among bargaining unit employees, and shall notify the County in writing of the names of any other person(s) authorized to represent the Union in any dealings with the County for any purpose, and the scope of their authority. This shall not be construed to grant any station representative any procedural or substantive rights but to serve solely as a notification requirement. The County shall not be obligated at any time to recognize or deal with any person claiming to represent the Union whose name and scope of authority have not been made known in writing to the County by the Union as provided herein. The number of station representatives shall be limited to the current number of career fire stations and the executive board for the purpose of disciplinary actions only.

The Union, likewise, agrees that during the term of this agreement, the Union and the employees covered hereunder shall deal only with the fire chief, deputy chief, or designee in matters affecting the interpretation, application, or administration of this agreement.

The County shall allow the Union to erect bulletin boards:

- These bulletin boards shall not exceed 4' by 4' and shall be placed in a location and appearance mutually acceptable to the County and the Union.
- All official notices of the Union will be on Union letterhead and must be signed by a Union official. The Union shall instruct the shift representative to remove any unauthorized literature from the board. Unauthorized material may be removed by the County, except any official Union notices as described above.
- Approval for posting under the standards set forth herein shall not be unreasonably withheld.
- If any matter is posted which is not in full compliance with this article, the County or Union representative shall immediately remove the item.
- Nothing will be posted that criticizes employees, managerial employees, officials of the County, or any policies or practices thereof. Nothing will be posted of a political nature except for Union elections. All materials must be signed and dated by an officer of the Union.

Payroll deduction of Union dues:

- The County shall obtain permission from the employee to deduct dues owed by the employee to the Union on a form provided by the Union, so long as the Union has provided the County with a signed authorization from each employee whose dues are to be deducted.
- The County shall remit dues that are deducted no later than 30 days from the date the deduction was made.
- Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by any employee with at least 30 days written notice to the County and the Union.
- The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection therewith based upon the County's participation in deductions.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

38. Union Pride

Each member of the Union shall be allowed to display one 2" reflective IAFF tetrahedron on the exterior dome of their firefighting helmet.

Each apparatus at a career fire station will be allowed to display one 4" round Union sticker on the corner of the front windshield.

Each member of the Union shall be allowed to wear T-shirts and/or ball caps with the designation "L4562" upon approval of the fire chief or designee.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

39. Union Recognition

The County recognizes the International Association of Fire Fighters, Local 4562, as the sole and exclusive bargaining agent for the position classifications of firefighter EMT, driver engineer EMT, lieutenant EMT, captain EMT, and fire inspector who have designated the Union as their bargaining agent.

Effective October 1, 2019, the County additionally recognizes the International Association of Firefighters as the sole and exclusive bargaining agent for the position classifications of firefighter paramedic, driver engineer paramedic, lieutenant paramedic, and captain paramedic.

A. The "Rank and File Bargaining Unit" shall include position classifications of fulltime firefighter, driver engineer, and fire inspectors.
B. The "Supervisory Bargaining Unit" shall include position classifications of fulltime lieutenants and captains.
C. New and/or changed classifications: If new classifications are established by the County and added to the bargaining unit or if the duties of existing bargaining unit classifications are substantially changed, the County shall forward the proposed changes and any proposed wage scale to the Union for impact bargaining when applicable by law.

All other County employees are excluded from the provisions of this agreement.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

40. Union Time Pool

There shall be created a time pool to be known as the "union time pool". Every bargaining unit member may voluntarily contribute accrued PDO (personal day off) to this pool. This pool shall not at any time be in the negative.

All time drawn from the union time pool shall be deducted hour for hour. If the use of union time pool causes the County to incur overtime or any other costs, this account will be charged sufficient hours to reimburse the County for all costs incurred.

A written request after the approval from the Union president or designee for use of union time pool must be submitted to the fire chief or designee at least 60 hours in advance of the requested time off. Notices less than 60 hours may be approved by the fire chief or designee.

A maximum of 1000 hours of time can be rolled over into the next consecutive year.

Two members of the Union negotiating team may be allowed time off for all negotiation meetings. Negotiation meetings shall be mutually set by the County and the Union.

While using time from the union time pool, the employee in question is not considered to be working or covered by workers' compensation.

The union time pool may be utilized by designated individuals in the event a Union officer or executive board member is unable to attend an authorized Union event. Individuals to be designated will be identified by the officer or board member who is unable to attend the designated event.

Union time pool donations shall be open to all bargaining unit members for a minimum of six days starting on October 1 of each year or when the pool drops below 100 hours.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

41. Vacancies and Promotions

All bargaining unit employees on any department promotional list as of November 1, 2021, will be considered grandfathered in and not effected by any contract changes regarding promotional eligibility. The following are educational and time requirements for each position within the bargaining unit. All requirements must be met prior to sitting for an assessment center for all those participating in an assessment center after November 1, 2021.

Continuous fulltime service with Citrus County Fire Rescue will include time with Citrus County Sheriff's Office under the division of Fire Rescue if there was no break in service.

Continuous fulltime service outside of Citrus County Fire Rescue will be defined as meeting the following criteria:

- Employee has had no breaks in service that are greater than two years as verifiable through the State Bureau of Standards and Training
- All service considered must be in a full-time position at a career department

Driver Engineer

- Must have a minimum of one-year continuous fulltime service with Citrus County Fire Rescue as a firefighter or three years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator

Lieutenant

- Candidate must not be on initial 12-month probation (will be waived prior to outside testing process)
- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a driver engineer or five years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator
- Florida State certification as a Fire Officer I

Captain

- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a lieutenant
- Florida State Certification as a Pump Operator
- Florida State Certification as a Fire Officer II
- Florida State Certification as a Fire Safety Inspector I
- Must have certification from the Florida State Bureau of Fire Standards and Training as Fire Instructor I

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Assessment Center Process:

An assessment center for each position shall be completed at a minimum of once per year, unless otherwise mutually agreed upon by the fire chief and the Union. This annual process shall be held within 90 days either before or after January 1 of the appropriate year.

All assessment center procedures shall be reviewed by the fire chief and the Union prior to each assessment center process.

Notification of the dates, times, and locations and eligibility requirements to sit for the assessment centers shall be provided to all bargaining unit employees with at least 15 working days' notice. All qualified bargaining unit members shall have a minimum of 5 working days from notification to submit their intention in writing to the training division to be eligible to sit for an assessment center.

Any formal disciplinary action resulting in a demotion shall exclude an individual from applying for a vacancy for a period of two testing cycles.

At no time shall an employee test for two consecutive ranks in a one-year period. This clause will be void when/if time requirements are waived.

Vacancies:

When a fulltime vacancy occurs in any position within the bargaining unit above the entry level position it will be filled by internally promoting bargaining unit employees from the current promotional list within 30 working days or 90 working days if an assessment/testing center needs to be completed.

Promotional Process:

Once the final promotional assessment score has been completed the candidate shall be considered eligible for promotion and placed on the appropriate promotional list. If a candidate on a current promotional list decides to retest to improve their previous score, they will forfeit their previous test results and follow the new results.

Once all applicants have successfully completed the assessment center, they will be given additional points based on the following table. All documentation required for additional points shall be on file with fire administration prior to testing beginning to be considered. All successful candidates will be ranked accordingly with the highest score giving promotional priority over the remaining applicants.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

CAPTAIN	LIEUTENANT	DRIVER ENGINEER
Promotional Assessment Score 100 possible points	**Promotional Assessment Score** 100 possible points	**Promotional Assessment Score** 100 possible points
Degree (points only awarded to highest level attained and for one degree only) AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points
Credentialed Paramedic 15 points	**Credentialed Paramedic** 15 points	**Credentialed Paramedic** 15 points
Fire Officer III (or better) 10 points	**Fire Officer II (or better)** 10 points	**Fire Officer I (or better)** 10 points
Instructor II (or better) 10 points	**Instructor I (or better)** 10 points	**Instructor I (or better)** 10 points
Years of Seniority (1pt/year) 15 possible points	**Inspector I (or better)** 10 points	**Inspector I (or better)** 10 points
Out of Class (.5pt/month) 6 possible points	**Years of Seniority (1pt/year)** 15 possible points	**Years of Seniority (1pt/year)** 15 possible points
	Out of Class (.5pt/month) 6 possible points	**Out of Class (.5pt/month)** 6 possible points

In the event the training division does not receive any eligible candidates for the vacancy, consideration to participate in an assessment center will be given to both internal and external candidates who meet the criteria below:

Internal Candidates:

All internal candidates shall meet all educational requirements as stated for the rank being tested but will not be required to meet the service time requirements. All internal candidates may only test for one rank above the one they hold. All internal licensed paramedic candidates shall receive 15 additional points. Once the candidate is promoted, if they are not currently credentialed, they will be given 30 days to complete the credentialing process.

External Candidates:

All external candidates must meet all the educational and time requirements listed in this article for the rank they are being tested. All external licensed paramedic candidates shall receive 15 additional points regardless of credentialing.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

42. Wages and Other Compensation

All bargaining unit members shall receive a 2% increase applied to their base rate of pay on the current recognized County sliding scale for pay increases as of October 2, 2021.

All bargaining unit members shall receive a 3.5% increase from their base pay rate for each step applied for, if all stated qualifications in the step have been met as of October 2, 2021. All bargaining unit members may apply for step 1 after meeting the requirements set below. Bargaining unit members will be eligible to apply for subsequent steps in the step plan as they meet the time and education requirements. All qualifications must be met in the current step prior to moving to the next step.

Bargaining unit members will not be eligible to receive any step plan incentives if the current minimum educational requirements of their current rank and the subordinate ranks they supervise as stated in the Vacancies and Promotions Article have not been met. Step increases are limited to the duration of the agreement. Upon the expiration date of the agreement, bargaining unit members will remain at the pay grades they attained, with no additional advance in grade.

Step Plan

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Inspector $18.04 - $27.18	-1 year of FT service -One 40-hr. class toward Inspector 2	-2 years at Step 1 -Inspector 2	-2 years at Step 2 -Fire & Life Safety Educator	-2 years at Step 3 -Investigator	-2 years at Step 4 -Fire Code Administrator	-2 years at Step 5 -Health & Safety Officer
Firefighter $13.03 - $19.75	-1 year of FT service -Completion of probation	-2 years at Step 1 -State Pump Op	-2 years at Step 2 -40-hr. Aerial Course	-2 years at Step 3 -Building Constr.	-2 years at Step 4 -Tactics I	-2 years at Step 5 -Course Delivery
Driver Engineer $15.16 - $22.92	-1 year of FT service as DE -40-hr. Aerial Course	-2 years at Step 1 -Building Constr.	-2 years at Step 2 -Tactics I	-2 years at Step 3 -40-hr. Course Delivery	-2 years at Step 4 -FO1	-2 years at Step 5 -Instructor 1
Lieutenant $17.50 - $26.65	-1 year of FT Service as LT -One 40-hr. class toward FO2	-2 years at Step 1 -Instructor 1	-2 years at Step 2 -FO2	-2 years at Step 3 -Inspector 1	-2 years at Step 4 -LFTI 1	-2 years at Step 5 -30 College Credit Hours
Captain $20.25 - $30.88	-1 year of FT service as Capt. -One 40-hr. class toward FO3	-2 years at Step 1 -30 college credit hours	-2 years at Step 2 -Instructor 2	-2 years at Step 3 -LFTI 1	-2 years at Step 4 -FO3	-2 years at Step 5 -Inspector 2

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Promotional Pay Increase

If an employee is promoted from one job classification to another, they will be given a pay increase following the below schedule (whichever pay is greater):

- Base hourly rate of pay for the applicable rank as stated above (plus $2.50 for credentialed paramedics) OR
- 10% increase from current hourly base rate of pay

Paramedic Pay Increase

- All bargaining unit members will be eligible to receive a total of $1.50 per hour increase to their base rate of pay for certification as a paramedic. All bargaining unit members receiving this increase shall successfully credential through the County medical director within 90 consecutive calendar days from the date of certification as a paramedic or employment as a new hire into a paramedic position.
- All bargaining unit members will be given an additional $1.00 per hour increase to their base rate after the paramedic has successfully completed credentialing through the County medical director.
- All bargaining unit members who are considered a "credentialed paramedic" shall have all raises applied after the application of the above referenced $2.50.

Other Compensation

All bargaining unit members part of CCFR Special Operations will be eligible to receive a pay increase accordingly as listed below:

1. Team Member: An employee who is a member of either the Hazmat or Technical Rescue Team shall receive a total of $.45/hour
2. Special Operations: An employee who is a member of both the Hazmat and Technical Rescue Team shall receive a total of $1.00/hour.

Special Operations team members will be assigned appropriately to each special operations station as determined by the fire chief or designee.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

43. Work Period and Overtime Compensation

All 24-hour employees shall begin shift at 0800 hours and end at 0800 hours on the following day, consisting of 24 consecutive hours.

Pursuant to section 7(k) of the Fair Labor Standards Act, employees working a 24-hour shift will work a 14-day work period for purposes of determining overtime compensation.

Employees who work a 24-hour shift shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 106 hours per 14-day work period. Employees assigned to a 40-hour work week schedule shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 40-hours per work week. Sick and annual leave (PDO) do not count as hours worked even though they are paid hours.

Employees who are normally scheduled to work on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 12 hours. Employees who are mandatorily assigned to work a shift, other than their normally scheduled shift, on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 24 hours.

All holidays for 40-hr employees will be only those recognized by the County. At the discretion of the immediate supervisor an employee may be offered overtime or the opportunity to utilize flex time during the affected pay cycle if assigned to a special detail outside of their regular weekly schedule.

Call-back Pay: Off duty shift personnel who are called back to work by the department shall be paid a minimum of four hours pay at their current pay rate provided it does not overlap their regular work schedule. Employees shall be paid for all overtime hours worked beyond the initial four hours as usual.

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

44. Execution

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters

Thomas Ratchford, President
Local 4562

12/22/21
Date

Citrus County Board of County Commissioners

Ronald E. Kitchen, Jr., Chairman
Citrus County, BOCC

Date

Charles R. Oliver

Charles R. Oliver, County Administrator
Citrus County, BOCC

12/23/2021
Date

Attachment: CBA Supervisory (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Professional Firefighters of Citrus County
Local #4562 I.A.F.F., Inc.

P.O. Box 39
Lecanto, FL 34461

Fire Chief Craig Stevens,
3600 W Sovereign Path | Suite 141
Lecanto, Florida 34461

Chief Stevens,

The tentatively agreed upon collective bargaining agreement was ratified by the Supervisory unit of the Professional Firefighters of Citrus County IAFF Local 4562 on December 22, 2021 by way of vote.

Respectfully,

Thomas Ratchford, President

Local 4562 Professional Firefighters of Citrus County
IAFF

Executive Board
Thomas Ratchford, President/ Nicholas Faso, Vice President /Chris Caravetto, Vice President/ Ryans Blevins, Secretary / Curt Clendenney, Treasurer / Colin Beagan, E-Board
International Association of Firefighters, AFL-CIO, CIC

Attachment: Union Letter to Chief Stevens Supervisory Unit (19805 : Collective Bargaining Agreement Local 4562 Professional Firefighters of

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Chamber Request
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

The Chamber and the County entered a contract on May 25, 2021, for operation of the Citrus County One-Stop Recovery and Economic (CORE) Center in Inverness. The contract term runs from June 1, 2021 to May 30, 2022. A copy of the contract is attached. The County made an initial payment of $60,000 and a subsequent payment of $40,000 in accordance with the contract. This covers operation of the CORE center through Mary 30, 2022 pursuant to the terms of the contract.

The Chamber states that approximately $40,000 remains from the furloughed worker program that the Chamber is returning to the County. The CORE Center has requested $65,000 for consulting services and mini grants to businesses to enhance or skills including develop their internet presence (i.e., website design and optimization).

Mini grants may or may not be permitted with General Funds of the County. Consequently, a legal opinion would be required. Alternatively the funds, in staff's opinion, the funds could be used to pay the service provider(s) directly.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Provide Direction and Modify Contract as Appropriate.

AGREEMENT
BETWEEN
CITRUS COUNTY, FLORIDA
AND
CITRUS COUNTY CHAMBER OF COMMERCE, INC.

THIS AGREEMENT, entered into this 25th day of May, 2021, between Citrus County, Florida, "Citrus County," and the Citrus County Chamber of Commerce, Inc., "Citrus County Chamber," a nonprofit corporation,

WITNESSETH: in consideration of the mutual covenants and provisions herein, and for other good and valuable consideration, Citrus County and Citrus County Chamber agree as follows:

WHEREAS, the Coronavirus (COVID-19) pandemic has disrupted business activity across the State of Florida and the nation, leading to high unemployment and business closures;

WHEREAS, as the state and country collectively continue recovering from the most significant impacts, Citrus County engages in the same effort to create a more resilient economy;

WHEREAS, Citrus County wants its businesses to have all the needed resources and tools for startup and growth, and be better positioned for future to meet economic challenges;

WHEREAS, Citrus County and Citrus County Chamber wish to enter into this Agreement to create the Citrus One-Stop Recovery and Economic Center, "CORE," to provide a one stop concierge-style center to address these needs;

WHEREAS, the City of Inverness is providing its former visitors welcome center at 203 E. Dampier Street as the CORE location, through a separate lease agreement with the Citrus County Chamber;

WHEREAS, Citrus County Chamber agrees to be the CORE Administrator by recruiting, hiring and supervising the CORE Director and any necessary future staff, if applicable.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

A. The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. The hours of operation and staffing of the CORE Center will be 9 am – 4 pm Monday through Thursday and 9 am – noon on Friday on days when the office is open for business and other hours as determined by the Chamber to meet the needs of the business community. The stated hours may be altered if experience indicates that different hours are warranted. Any changes will be left to the discretion of the CORE business manager for the highest and most beneficial use of the center.

C. Citrus County Chamber will be responsible for hiring, coordinating, and overseeing the program and the CORE business manager. This shall include engaging partners (SCORE, EDAC, EDA, Investors and consultants) deemed necessary to meet the needs of business partners. This shall

Attachment: Contract with the Citrus County Chamber (19837 : Chamber Request)

include but not be limited to scheduling individual meetings or training classes to meet the needs of the respective business of businesses. The Chamber shall provide services equally to members and non-members of the Chamber.

D. Citrus County will provide $100,000 to Citrus County Chamber to cover one years' operations in semi-annual installments of $50,000 starting June 1st and ending May 31, 2022 unless the agreement is terminated sooner as provided therein. The funds will be used to compensate the Chamber for the salary, benefits and administrative costs of the CORE Director ($50,000), $10,000 for rental of the building from the City of Inverness, and $40,000 for computer and other equipment, utilities, insurance, cleaning, and contractual services to enhance the skills of local businesses such as accounting, marketing, computer skills, business, and financial planning, etc.

E. The Chamber shall provide bi-monthly reports providing as set forth therein. Reports will be the 15th of the month starting September 15, 2021.

F. The Board of County Commissioners will evaluate the program after six months to determine the effectiveness. The six months starts June 1, 2021. After the six-month period, Citrus County will evaluate the reports, other pertinent factors, and information to determine the effectiveness of the program.

G. Citrus County Chamber will ensure that it acquires all necessary insurance and policies as outlined herein.

H. CORE Center Manager, hired by the Chamber, will track performance in a manner deemed suitable and sufficient by Citrus County, with an intake process capturing business or individual names, the date and purpose of the visit, provided service(s) and who provided the services, as well as what the outcomes were. This includes but is not limited to: referrals to partner agencies, investors of Citrus County, training or consultation for a specific need (marketing, financial planning, websites, etc.), number of business plans reviewed/modified, leads generated, jobs created, or indications that the business/individual did not follow through with recommended action. Dates should also be captured for businesses or individuals who make return visits to CORE for additional business needs. Citrus County will make available their Director of Economic Development to assist in CORE's success.

I. Six months from the opening of CORE, the CORE partners will provide a status report/presentation to the Citrus County Board of County Commissioners highlighting key accomplishments and benchmarks from those reports, such as the number of businesses or individuals assisted, what the most sought-after services were, and outcomes from business and individual assistance.

J. Citrus County may terminate the Agreement, without cause, at any time upon 45 days written notice delivered by courier or electronic mail to the Chamber, from the date sent from the County. The Chamber may terminate, without cause, at any time upon 45 days written notice delivered by courier service of electronic mail to Citrus County at the physical or electronic address, as applicable, of the Citrus County Contract Administrator. Chamber shall be responsible for all costs

Attachment: Contract with the Citrus County Chamber (19837 : Chamber Request)

arising from the resignation of the Chamber. The County shall be responsible for all costs arising from the resignation of the County.

K. Chamber must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in administering funds under this Agreement. Chamber acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Chamber further agrees to include this provision in all contracts for services with sub providers.

L. Chamber shall indemnify, save, and hold harmless, Citrus County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, vandalism or theft. Liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act or omission of the Chamber, its agents, or employees.

M. The Chamber agrees to carry commercial general liability insurance in the amount of $1,000,000 and worker's compensation insurance as required by State law.

N. This Agreement, and all exhibits collectively represent the entire agreement of the parties. Any alternations, variations, changes, modification, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all parties thereto, and attached to the original agreement.

O. Any file, report, record, document, paper, letter, or other material received, generated, maintained, or sent by the Chamber of its agents in connection with this agreement is subject to the provisions of Section 119 of Florida Statutes, as may be amended from time to time (Florida's Public Records Law), except as may be considered exempt per any duly-filed confidentiality requests concerning any plans, intentions, or interests of a private corporation, partnership, or person to locate, relocate, or expand any of its business activities in the state. Chamber represents and acknowledges that it has read and understands the Florida Public Records Law and agrees to comply with same. **If the Chamber has questions relating to the application of Chapter 119 Florida Statutes, to Chamber's duty to provide public records relating to this contract, CONTACT: NANCY COLONNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE (352) 527-5235; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM.**

P. If the Chamber creates, receives, stores or transmits Personally Identifying Information (PII) under the terms of this Agreement, Chamber must provide for the security of such PII in a form acceptable in compliance with law and industry practice without limitation. This shall include but not be limited to: non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Chamber shall take full responsibility for the security of data and shall hold Citrus County harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

Attachment: Contract with the Citrus County Chamber (19837 : Chamber Request)

Q. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall remain in Citrus County.

R. No waiver by Citrus County of any right or remedy granted hereunder or failure to insist on strict performance by the Chamber shall affect or extend or act as a waiver of any other right or remedy of Citrus County hereunder or affect the subsequent exercise of the same right or remedy by Citrus County for any further or subsequent default by Chamber.

S. This Agreement will be in effect from the date of its signing, and end May 31. 2021

T. Contacts

1. Citrus County Administrator for this Agreement
   Charles R. Oliver, County Administrator
   3600 W. Sovereign Path
   Lecanto, Florida 34461
   PHONE (352) 527-5210
   EMAIL: Randy.Oliver@citrusbocc.com

2. Citrus County Chamber's Administrator for this Agreement:
   Mr. Josh Wooten
   915 N. Suncoast Blvd.
   Crystal River, Florida 34429
   PHONE: (352) 795-3149
   EMAIL: Josh@citruscountychamber.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Citrus County Chamber of Commerce, Inc.

ATTEST:

By _____ pres/CEO
Authorized Corporate Signature

Witness:

NAME: Josh Wooten

TITLE: Chief Executive Officer

Witness:

Attachment: Contract with the Citrus County Chamber (19837 : Chamber Request)

ATTEST:

BY: Tijani L White
for Angela Vick

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

By: _____
Scott Carnahan
Citrus County Board of
County Commissioners

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____
Denise A. Dymond Lyn

DATE: 5/25/2021

Attachment: Contract with the Citrus County Chamber (19837 : Chamber Request)

CITRUS COUNTY
Chamber of Commerce

December 16, 2021

Citrus County Board of County Commissioners
110 N. Apopka Ave.
Inverness, FL 34450

Re: Conclusion of Rehire Furloughed Employees grant

Dear Commissioners,

As we conclude the Rehire Furloughed Employees grant program, we want to give you a preliminary final accounting of funds received and expended.

We anticipate approximately $40,000 left at the end of the program (12/31/21). We understand that the CORE Business Center is making a request from the Special Revenue Fund to provide business support services and mini grants to small businesses for website development. We would like the board to consider using the leftover funds from the Rehire Furloughed Employees program to offset their request.

We appreciate the confidence you have shown in the Chamber to administer this program. The businesses and organizations that it helped were likewise appreciative. It provided some very needed funds to local businesses that had been greatly harmed during the pandemic.

We request that you discuss our suggestion to transfer the remaining funds to the CORE program at a board meeting in the near future. In the meantime, the leftover unencumbered funds are sitting in a separate account awaiting your decision.

Sincerely,

Josh Wooten, President / CEO

Ardath Prendergast, Vice President / Operations & BRE

Cc: Rehire Furloughed Employees grant advisory committee

915 N. Suncoast Blvd., Crystal River, FL 34429 •
phone 352-795-3149 • fax 352-795-1921 • CitrusCountyChamber.com

Attachment: Ltr to BOCC - re conclusion of Rehire Furloughed Employees Grant program - signed (19837 : Chamber Request)

Rehire Furloughed Employees Grant

Beginning Grant Proceeds:	**$**	**300,000.00**
Total Awarded to Date:	**$**	**121,411.11**
Returned to County for Sign on Bonus:	**$**	**100,000.00**
Forwarded to YMCA for childcare:	**$**	**30,000.00**
Gross Remaining Grant Proceeds:	**$**	**48,588.89**
Allowable Chamber admin fee (5% of grant):	**$**	**7,570.56**
Other grant supplies (checks) and services:	**$**	**1,211.36**
Chamber return of unused admin fees:	**$**	**429.44**
Net Remaining Grant Proceeds:	**$**	**40,236.42**

→ Note: This does not take into account any admin expenses

Admin fees charged by Chamber	$ 8,000.00
Allowable Chamber fees	$ 7,570.56
	$ 429.44

Determination Date	Determination (Approved; Declined, Pending)	Award Amount	Date check sent	Notes:
4/1/2021	Approved	$ 4,000.00	4/6/2021	
	Hold			Not presently qualified; requested further information
4/1/2021	Approved	$ 9,200.00	4/6/2021	
4/12/2021	Approved	$ 12,133.33	4/13/2021	
4/12/2021	Approved	$ 15,300.00	4/13/2021	
4/12/2021	Approved	$ 2,000.00	4/13/2021	
4/22/2021	Approved	$ 12,533.33	4/22/2021	
3/26/2021	Declined			Have only 1099 employees
4/1/2021	Approved	$ 8,166.67	4/6/2021	
4/12/2021	Approved	$ 6,000.00	4/13/2021	
5/3/2021	Approved	$ 5,500.00	5/7/2021	
11/17/2021	Approved	$ 6,000.00		Was not eligible in Apr 2021, but suggested they reapply in Oct 2021. They are now eligible.
6/15/2021	Approved	$ 12,077.78	7/1/2021	
8/2/2021	Approved	$ 10,500.00	8/5/2021	
9/9/2021	Approved	$ 18,000.00	9/9/2021	Review based on additional records received determined that they qualified
	Hold			Declined pending re-opening of restaurant

Attachment: Ltr to BOCC - re conclusion of Rehire Furloughed Employees Grant program - signed (19837 : Chamber Request)

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

December 20, 2021

Commissioner Scott Carnahan
Citrus County Board of County Commissioners
110 N. Apopka Ave.
Inverness, FL 34450

Re: CORE Business Center operating funds and mini grants

Dear Commissioner Carnahan:

As liaison to the CORE program, you are aware, the Citrus One-Stop Recovery and Economic Center (CORE) has successfully completed its initial six-month trial period. We greatly appreciate the support voiced by you at the September 14 BOCC meeting for continued funding via the special revenue fund created from former CARES Act money. We are now requesting that the next semi-annual installment of **$50,000** be released by the BOCC to continue CORE operations. Additionally, we are requesting **$65,000** to provide business support services and mini grants to small businesses for website development as further described below.

During its initial six months, CORE served a number of local business owners and entrepreneurs furthering the BOCC's goal to best utilize the set-aside funding for the betterment of the business and economic environment of the community impacted by the COVID 19 pandemic. This was accomplished through multiple interactions with CORE's network of investors, as well as providing a physical meeting location for various civic and business organizations including but not limited to SCORE, EDACC, CareerSource, and the Chamber of Commerce.

CORE is poised to take the next steps in fulfilling the vision created by the Economic Development and Recovery Task Force. During our planning sessions, the Task Force developed a concept to engage with business support professionals to offer services on a scheduled basis at CORE at no cost to client businesses and entrepreneurs. To move this much needed service opportunity forward, CORE will look to contract with professional business support providers to schedule times at the CORE for them to meet with local small businesses.

There is need in our community for support to small/growing businesses and entrepreneurs in promulgating the understanding and development of a virtual presence to aid in their success. However, this is often not the focus of initial startup and growth expenditures in the small business community. CORE looks to fulfill this need by targeting business support providers for website design, search engine optimization, and social media marketing as well as other focus areas as need is identified. This plan will require minimal funding for these business support

203 E. Dampier St., Inverness, FL 34450 •
phone 352-419-4834• info@coretosuccess.com • CoreToSuccess.com

Attachment: Ltr - BOCC - re funding installment and mini grant request - signed (19837 : Chamber Request)

providers to be available for 3 to 4 hours per week offering free assistance to local small businesses. This approach will limit cost for these professionals to no more than $50 per hour and require that they have business presence in Citrus County in concert with the appropriate business licenses.

Small businesses seeking the aforementioned no cost assistance will need to have a business presence in Citrus County and have the appropriate business licenses. The small business will be allowed to schedule one-hour appointments for the specific assistance offered. If the small business desires to create an ongoing professional relationship with the service provider, that will be at their own expense. Additionally, SCORE has committed to provide a Certified Mentor on site each Thursday from 1:00 to 4:00 PM, again at no cost.

The second phase of this effort will provide up to a $1,000 Grant to small businesses that do not have a website. Having a properly designed website is an essential component of being successful in today's economy. Small businesses will be allowed to apply for the grant using an approved application. Applications will be submitted to the Task Force for approval. Upon approval, the small business can contract directly with a Citrus County-based website designer. The Grant funds will be paid directly to the website designer, not to exceed $1,000.

Under separate cover, the Chamber has notified you that they anticipate approximately $40,000 to be leftover from the Rehire Furloughed Employees grant program. They are recommending those remaining funds be used to offset these CORE costs; therefore, if the board approves, only $25,000 would be needed from the Special Revenue Fund.

Sincerely,

Dawn Faherty

Dawn Faherty, Executive Director, CORE Business Center, and Members of the Economic Development and Recovery Task Force

Eric Williams, Inverness City Manager
Ken Frink, Crystal River City Manager
Jim Green, SCORE Nature Coast
Josh Wooten, President / CEO, Citrus County Chamber of Commerce
Ardath Prendergast, Vice President / Operations & BRE, Citrus County Chamber of Commerce
Tabitha Wells, Owner, Wells Business Solutions
Dr. Jim Harvey, President (Ret.), College of Central Florida
Don Taylor, Chair, Economic Development Authority for Citrus County
Carl Flanagan, Primerca
David Pieklik, Citrus County Economic Development Director

Attachment: Ltr - BOCC - re funding installment and mini grant request - signed (19837 : Chamber Request)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Boat Ramp Fees for Commercial Endeavors
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Effective January 1, 2022, the County implemented fees at certain boat ramps within the County. The rate was set at $10 per launch with annual passes available for $25 for County residents and $75 for non-county residents.

We have been approached by two in-land marinas that launch multiple boats for the purpose of testing after repairs or customers test driving boats. This was not contemplated in the establishment of the original fee structure.

We are recommending that a commercial annual license be offered at $300 annually for in County Businesses (business license and physical presence in Citrus County) and $900 for out of County Businesses. This would be the same ratio as the County charges for the annual passes. This would only apply to Marinas.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

1. Provide Direction on Charging for Boat Ramp Fees for Commercial Businesses.

2. Direct Staff to modify Ordinance and Resolution.

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Establish Special Meeting and Workshop Dates
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

The Board requested at the Planning Retreat that the following Workshop dates be established. Please note this also includes one Special Meeting on an item with the Teamsters.

2/8/2022 @ 9:00 AM - Special Meeting - Labor Management Contract w/ Teamsters

2/8/2022 @10:00 AM - Structuring and Strategy of Economic Development

2/22/2022 @ 9:00 AM - Infrastructure (Planning and Funding)

3/8/2022 @ 9:00 AM - Funding for Road Resurfacing

3/22/2022 @ 9:00 AM - Workshop on Airports

4/12/2021@ 9:00 AM - Using Debt Reduction to Fund Capital

4/26/2022@ 9:00 AM - Landfill Planning

5/10/2022 @ 9:00 AM - Resiliency

5/24/2022 @ 9:00 AM - Succession Planning (TBRPC & New Commissioner Training)

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve Workshop and Special Meeting Dates as Outlined.

AGENDA MEMORANDUM

FROM:	Traci Phillips, Chief of Staff
SUBJECT:	1:30 PM Annual Investment Presentation
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Per Florida Statute 218.415 the Clerk is to provide the Board of County Commissioners an annual reporting of all investment activities. A periodic review of the County Investment Policy resulted in no recommended changes at this time.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and adopt the County Investment Policy as stands.

Presentation of the County's Investment performance for fiscal year 2021 by Honorable Angela Vick, Clerk of the Circuit Court and Comptroller for Citrus County, Florida.

ANNUAL PRESENTATION OF INVESTMENT PERFORMANCE

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021

Attachment: 2021 Presentation (19826 : 1:30 PM Annual Investment Presentation)

Our investment strategy has netted investment earnings of **$447,719** for the fiscal year ending September 30, 2021. This past year has been challenging with the interest rates. We continue to monitor on a routine basis for additional investment opportunities while remaining conservative.

Performance Against our Benchmark:

- ICE BofAML 1-3 Year U.S Treasury Index (long term funds)

  Long term portfolio exceeded the benchmark by 28 basis points for the year ended September 30, 2021.

Attachment: 2021 Presentation (19826 : 1:30 PM Annual Investment Presentation)

TODAY'S PORTFOLIO:

- Cash & Money Market Accounts
- U.S. Treasury Notes & Bills
- U.S. Agency Notes (Federal Home Loan Bank, Fannie Mae)
- Florida Prime (SBA) – Overnight fund
- Florida Public Assets for Liquidity Management – Overnight fund
- Florida Local Government Investment Trust – Overnight fund
- Florida Local Government Investment Trust – Short-term bond fund
- Florida Public Assets for Liquidity Management– Short-term U.S. Treasuries
- Florida Cooperative Liquid Assets Securities System – Overnight fund
- Commercial Paper – Highest quality corporate notes

Attachment: 2021 Presentation (19826 : 1:30 PM Annual Investment Presentation)

Investment Policy Review Framework

Florida Statutes

The County's Investment Policy contains all of the required sections per Section 218.415, Florida Statutes

Association of Public Treasurers of US & Canada

The County's Investment Policy contains all of the required sections necessary to be certified by the APT US & C

GFOA Best Practices

The County's Investment Policy contains all of the GFOA's best practice recommendations

Attachment: 2021 Presentation (19826 : 1:30 PM Annual Investment Presentation)

INVESTMENT POLICY RECOMMENDATIONS

There are no recommended changes to the investment policy for 2022.

Attachment: 2021 Presentation (19826 : 1:30 PM Annual Investment Presentation)

CITRUS COUNTY, FLORIDA
INVESTMENT POLICY

Prepared by:
Citrus County Clerk of the Circuit Court & Comptroller, Florida

Approved: January 18, 2022

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

Citrus County, Florida
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ATTACHMENT A Glossary of Cash and Investment Management Terms
ATTACHMENT B: Investment Pool/Fund Questionnaire

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

CITRUS COUNTY, FLORIDA
INVESTMENT POLICY

I. PURPOSE

The purpose of this Investment Policy ("Policy") is to set forth the investment objectives and parameters for the management of public funds of Citrus County, Florida (hereinafter "County"). This Policy is designed to ensure the prudent management of public funds, the availability of operating funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all financial assets, of the County with the exception of Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal - The foremost objective of this investment program is the safety of the principal of those funds within the portfolio. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value.

From time to time, securities may be purchased at a premium or traded for other securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:

A. The yield has been increased, or

B. The maturity has been reduced or lengthened, or

C. The quality of the investment has been improved.

Maintenance of Liquidity - The portfolio shall be managed in to ensure that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the adviser utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an investment advisor may trade to recognize

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

Responsibility for the investment program is vested with the Clerk of the Circuit Court. Responsibility for the administration of the investment program is hereby delegated by the Clerk of the Circuit Court to the Chief of Staff and the Senior Financial Analyst, who shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Chief of Staff and the Senior Financial Analyst shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the Clerk of the Circuit Court's staff involved with the investment program. The Authorized Staff is limited to the following positions:

- Clerk of the Circuit Court ("Clerk")
- Chief of Staff ("Chief")
- Senior Financial Analyst

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Authorized Staff shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio. Authorized Staff acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Clerk and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Authorized Staff who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Clerk any material financial interests in financial institutions that conduct business with the County, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the County's portfolio.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Senior Financial Analyst shall establish a system of internal controls and operational procedures to protect the County's assets and ensure proper accounting and reporting of the transactions related thereto. No person may engage in an investment transaction except as authorized under the terms of this policy. Independent auditors shall conduct a review of the system of internal controls as a normal part of the annual financial audit to the County. Such internal controls shall include, but not limited to, the following:

Separation of functions:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

Custodial safekeeping:

Securities purchased from any bank or dealer, including appropriate collateral, shall be placed into a third party bank for custodial safekeeping.

Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibilities to avoid any improper actions. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

Written confirmation of electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications and approved by an individual other than the individual initiating said transaction. Repetitive wires do not require a secondary approval; however, all non-repetitive wires shall have secondary approval.

Documentation of transactions and strategies:

All transactions and strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person.

VIII. CONTINUING EDUCATION

The Chief of Staff and Senior Financial Analyst shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Clerk of the Circuit Court or Authorized Staff shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York. Qualified Public Depositories may provide the services of a securities dealer through a Section 20 subsidiary of the financial institution.

The Clerk's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

Authorized Staff shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

For the investment of debt proceeds, Financial Institutions shall be selected pursuant to the debt covenants.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five (5) years requires the Clerk of the Circuit Court's approval prior to purchase. The weighted average effective duration of the core funds shall not exceed three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreements.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Clerk shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Clerk will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is specifically prohibited by this investment policy. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

Attachment: InvestmentPolicy (19826 : 1:30 PM Annual Investment Presentation)

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Investment Advisor or the Senior Financial Analyst has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids on securities in question. Bids will be held in confidence until the highest bid is determined and awarded.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

A. Telerate Information System,

B. Bloomberg Information Systems,

C. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,

D. Daily market pricing provided by the Clerk's custody agents or their corresponding institutions.

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the investment advisor, the Clerk, or the Senior Financial Analyst, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.

B. When no active market exists for the issue being traded due to the age or depth of the issue.

C. When a security is unique to a single dealer, for example, a private placement.

D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.

XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the County's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, Authorized Staff may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the County's third-party custodian.

The following are the guidelines for investments and limits on security types, issuers, and maturities as established by the County. The Clerk or the Senior Financial Analyst shall have the option to further restrict investment percentages from time to time based on market conditions. The percentage allocation requirements for investment types and issuers are calculated based on the original cost and at the time of purchase of each investment. Investments not listed in this policy are prohibited.

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Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
Florida PRIME	AAAm	N/A	50%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	40%
Mortgage-Backed Securities (MBS) *	N/A	5 Years WAL	20%	15%
Non-Negotiable Interest Bearing Time Certificates of Deposit	N/A	1 Years	50%	25%
Repurchase Agreements	N/A	60 Days	20%	20%
Commercial Paper	P-1/A-1	270 Days	25%	5%
Corporate Notes	single "A" category by any two NRSROs	5 Years	25%	5%
Bankers' Acceptances	P-1/A-1	180 Days	25%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs	5 Years	25%	5%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
Intergovernmental Investment Pool	AAA	N/A	50%	N/A

*The combined total of available funds invested in Federal Instrumentalities and Mortgage- Backed Securities cannot be more than 80%.

A. Florida PRIME

1. Investment Authorization – Authorized Staff may invest in Florida PRIME.
2. Portfolio Composition – A maximum of 50% of available funds may be invested in Florida PRIME.
3. Rating Requirements – Florida PRIME shall be rated "AAAm" by Standard & Poor's or the equivalent by another Nationally Recognized Statistical Ratings Organization ("NRSRO").
4. Due Diligence Requirements – A thorough review of Florida PRIME is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

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B. United States Government Securities

1. Investment Authorization – Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series (SLGS) Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition – A maximum of 100% of available funds may be invested in United States Government Securities.

3. Maturity Limitations Maturity Limitations – The length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. United States Government Agencies (full faith and credit of the United States Government)

1. Purchase Authorization – Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

Government National Mortgage Association
United States Export – Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
Certificates of beneficial ownership
Federal Financing Bank
Discount notes, notes and bonds
Federal Housing Administration Debentures
General Services Administration
New Communities Debentures
United States Government guaranteed debentures
United States Public Housing Notes and Bonds
United States Government guaranteed public housing notes and bonds United States Department of Housing and Urban Development
Project notes and local authority bonds

2. Portfolio Composition – A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers – A maximum of 25% of available funds may be invested in individual United States Government agencies.

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4. Maturity Limitations – The length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non- full faith and credit).

1. Investment Authorization – Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by Untied States Government Sponsored Enterprises ("GSE") (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following:

   Federal Farm Credit Bank (FFCB)
   Federal Home Loan Bank or its District banks (FHLB)
   Federal National Mortgage Association (FNMA)
   Federal Home Loan Mortgage Corporation (Freddie-Macs) including
   Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition – A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Agencies and Mortgage Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers – A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations – The length to maturity for an investment in any Federal Instrumentality is five (5) years from the date of purchase.

E. Mortgage-Backed Securities ("MBS")

1. Investment Authorization – The Authorized Staff may invest in mortgage-backed securities ("MBS") which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition – A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits of Individual Issuers – A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations – A maximum length to maturity for an investment in any MBS is five
(5) years weighted average life from the date of purchase.

   The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

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F. Asset-Backed Securities ("ABS")

1. Investment Authorization – The Authorized Staff may invest in asset-backed securities ("ABS") whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases or home-equity loans.

2. Portfolio Composition – A maximum of 20% of available funds may be invested in ABS.

3. Limits of Individual Issuers – A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations – A maximum length to maturity for an investment in any ABS is five (5) years weighted average life from the date of purchase.

   The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

G. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Investment Authorization – Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. Portfolio Composition – A maximum of 50% of available funds may be invested in non- negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers – A maximum of 25% of available funds may be deposited with any one issuer.

4. Maturity Limitations – The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase. Maturities longer than one (1) year require the Clerk's approval.

H. Repurchase Agreements

1. Investment Authorization – Authorized Staff may invest in repurchase agreements comprised of only those investments based on the requirements set forth by the County's Master Repurchase Agreement. All firms with whom the County enters into repurchase agreements will have in place an executed Master Repurchase Agreement with the County.

   A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.

   Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent during

   the term of the repurchase agreement. Immaterial short-term deviations from 102

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percent requirement are permissible only upon the approval of the Authorized Staff.

2. Portfolio Composition – A maximum of 20% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers – A maximum of 20% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations – The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

I. Commercial Paper

1. Investment Authorization – Authorized Staff may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If backed by a letter of credit (LOC), the long- term debt of the LOC provider must be rated at least single "A" category by any two NRSROs.

2. Portfolio Composition – A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers – A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations – The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

J. Corporate Notes

1. Purchase Authorization – Authorized Staff may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two NRSROs.

2. Portfolio Composition – A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers – A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations – The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

K. Bankers' Acceptances

1. Investment Authorization – Authorized Staff may invest in bankers' acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" by Moody's or "A-1" by Standard & Poor's.

2. Portfolio Composition – A maximum of 25% of available funds may be directly

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invested in bankers' acceptances.

3. Limits on Individual Issuers – A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations – The maximum length to maturity for bankers' acceptances shall be 180 days from the date of purchase.

L. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization – Authorized Staff may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum single "A" category by any two NRSROs, for long-term debt, or rated at least "MIG-2" by Moody's or "SP-2" by Standard & Poor's for short-term debt. Debt issued for the purpose of funding student loans will not be permitted.

2. Portfolio Composition – A maximum of 25% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers – A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations – A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

M. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization – Authorized Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to $1.00.

2. Portfolio Composition – A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers – A maximum of 25% of available funds may be invested with any one money market fund.

4. Rating Requirements – The money market funds shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.

5. Due Diligence Requirements – A thorough review of any money market fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

N. Intergovernmental Investment Pool

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1. Investment Authorization – Authorized Staff may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01, F.S.

2. Portfolio Composition – A maximum of 50% of available funds may be invested in intergovernmental investment pools.
3. Rating Requirements – The Intergovernmental Investment Pool shall be rated "AAA" by Standard & Poor's or the equivalent by another NRSRO.

4. Due Diligence Requirements – A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the County will use performance benchmarks. The use of benchmarks will allow the Clerk to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the S&P Rated GIP Index Government 30 Day Yield which will be used as a benchmark as compared to the portfolios' net book value rate of return for current operating funds. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BofAML1-3 Year U.S. Treasury Note Index. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return.

XVII. REPORTING

The Senior Financial Analyst and/or Investment Advisor shall provide the Clerk and/or the County with quarterly investment reports. Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period

2. Percentage of available funds represented by each investment type

3. Coupon, discount or earning rate

4. Average life or duration and final maturity of all investments

5. Par value and market value

On an annual basis, the Clerk of the Circuit Court or Authorized Staff shall prepare and submit to the County a written report on all invested funds. The annual report shall include, but not limited to, the following: a complete list of all invested funds, name or type of security in which

the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

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The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by; the County should be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The Clerk will execute third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements may include letters of authority from the Clerk of the Circuit Court with details as to the responsibilities of each party, method of notification of security purchases, sales, delivery, and procedures related to repurchase agreements and wire transfers, safekeeping and transaction costs, procedures in case of wire failure or other unforeseen mishaps and describing the liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Clerk of the Circuit Court and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, which shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Clerk of the Circuit Court with safekeeping reports that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by the County. The Clerk of the Circuit Court and Authorized Staff shall review the policy annually and, if necessary, present modifications to the County for approval.

CITRUS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, FLORIDA

Duly adopted this 7th day of January 2020.

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Attachment A
Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor, also known as “offered price.”

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets oth than real estate. Generally issued by special purpose companies that “own” the assets and issue the AB Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactur housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandato sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently us to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances a traded at a discount from face value as a money market instrument in the secondary market on the basis of t credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typica there is no registration on the issuer’s books. Title to bearer securities is transferred by delivery of the physi security or certificate. Also known as “physical securities.”

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term de securities issuance program to supplement its existing discount note program. The program includes a schedu of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bi Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for ea Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based aucti system. This program is in addition to the variety of other discount note maturities, with rates posted on a da basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in boo entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bi which are sold at a discount from the principal amount and payable at par at maturity. Issues under t Benchmark program constitute the same credit standing as other FNMA discount notes; they simply a organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callab issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 3 year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 3 year new issues having a minimum size of $1 billion, with re-openings based on investor demand to furth enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchma Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issu has facilitated favorable financing opportunities through the development of a liquid overnight and term re market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; th simply add organization and liquidity to the intermediate- and long-term Agency market.

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Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

BofAML. Bank of America Merrill Lynch.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

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Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short- term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities).

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Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

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Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packed together as a security). FNMA debt is not an obligation

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of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

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Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

ICE. The ICE BofAML Fixed Income Indices track the performance of the global investment grade, high-yield and emerging debt markets. In addition to the flagship global, regional and country specific indices, more than 4,000 ICE BofAML indices segment the markets into smaller segments based on sector, rating, maturity, etc.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

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Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bids and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS

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structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by

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Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.

4. Meets all requirements of F.S. 280

5. Has been designed by the Treasurer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year

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maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative- based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a

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refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total

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principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

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Attachment B
Investment Pool/Fund Questionnaire

Prior to investing in a money market fund/local government investment pool, proper due diligence is required.

General Fund/Pool Information:

1. Does the fund/pool attempt to maintain a stable net asset value or floating net asset value?
2. How is interest distributed, and how are gains and losses are treated?
3. How often are statements and portfolio holdings distributed?
4. Is the fund/pool eligible for bond proceeds and/or will it accept such proceeds?

Oversight:

5. What are the fund/pool ratings by the Nationally Recognized Statistical Rating Organizations such as S&P, Moody's, Fitch, Kroll, etc.?
6. What are the eligible investment securities, and a written statement of investment policy and objectives?
7. How are the securities safeguarded (including the settlement processes)? How often are the securities priced? How often is the fund/pool audited?
8. Is there any additional oversight outside of the Board of Trustees?

Fund/Pool Statistics:

9. What is the current sector allocation of the fund/pool?
10. What is the fee schedule, and how and when is it assessed?

Liquidity:

11. Does the fund/pool follow GASB 79?
12. Does the fund/pool have any liquidity fees? If so, describe the terms.
13. Does the fund/pool have redemption gates? If so, describe them.

Investor Requirements

14. Who may invest in the program, how often, what size deposit and withdrawal are allowed.
15. Is there a limit regarding investor concentration? If so, what is it?

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AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection Zones
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Conduct a Public Hearing on an ordinance pertaining to Manatee Protection Zones.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; establishing manatee protection zones in places within the County known to be inhabited by manatees on a regular basis; creating Chapter 64, Article I entitled, "Manatee Protection Zones"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification; and providing for an effective date.

b. If approved, authorize the Chairman to execute the ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, RELATING TO BOATING REGULATORY ZONES FOR THE PROTECTION OF MANATEES; ESTABLISHING MANATEE PROTECTION ZONES IN PLACES WITHIN THE COUNTY KNOWN TO BE INHABITED BY MANATEES ON A REGULAR BASIS; CREATING CHAPTER 64, ARTICLE I ENTITLED, "MANATEE PROTECTION ZONES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has declared the State of Florida a refuge and sanctuary for the manatee; and

WHEREAS, the Citrus County Comprehensive Plan includes a Manatee Protection Plan Element and specifically Objective 20.1 which recognizes that the County implement site-specific protection measures for manatees to prevent manatee harassment, injury or death; and

W**HEREAS**, pursuant to §379.2431(2)(p), Florida Statutes, a local government may regulate, by ordinance, motorboat speed and operation on waters within such local government's jurisdiction where the best available scientific information, as well as other available, relevant, and reliable information, which may include but is not limited to, manatee surveys, observations, available studies of food sources, and water depths, supports the conclusion that manatees inhabit there areas on a regular basis; and

WHEREAS, §379.2431(2)(p), Florida Statutes (F.S.), requires that for any such ordinance to take effect, it must first be reviewed and approved by the Florida Fish and Wildlife Conservation Commission ("FWC"); and

WHEREAS, following review of the best available scientific information and other relevant data, Citrus County has determined that manatees inhabit several areas within the jurisdiction of the County and desires to protect them in such areas via the regulation of motorboat speed and operation, as authorized by Florida Statutes.

NOW THEREFORE, BE IT ORDAINED by the Citrus County Board of County Commissioners:

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Creation of Chapter 64, Article I, Citrus County Code of Ordinances, Entitled Manatee Protection Zones.** Chapter 64, Article I, Citrus County Code of Ordinances, entitled "Manatee Protection Zones" is hereby created as follows:

Sec. 64-1. Definitions.

Attachment: Citrus County Draft Ordinance December 27 2021 (19820 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context otherwise requires:

Enforcement officer means all duly authorized law enforcement officers trained in water and maritime law enforcement, to include, but not be limited to: the county sheriff and his duly appointed representatives, the U.S. Coast Guard, FWC, and the U.S. Fish and Wildlife Service.

Manatee protection zone means any area which has been posted with cautionary and regulatory speed zone markers pursuant to the Florida Manatee Sanctuary Act, §379.2431(2), F.S..

Operate means to be in charge of, in command of, or in actual physical control of a vessel upon the waters of this state, to exercise control over or to have responsibility for a vessel's navigation or safety while the vessel is underway upon the waters of this state, or to control or steer a vessel being towed by another vessel upon the waters of the state.

Regulatory marker means a device used to alert the mariner to various regulatory matters such as horsepower, speed, wake, or entry restrictions in conformity with the Florida Uniform Waterway Marking System and the United States Aids to Navigation System, Part 62 of Title 33 of the Code of Federal Regulations.

Slow speed or slow speed minimum wake zone may be used interchangeably and mean that a vessel must be fully off plane and completed settled into the water as set forth in §68C-22.002(4), Florida Administrative Code (F.A.C.), as amended, or its successor provision. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway.

Vessel is synonymous with boat as referenced in s. 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

Sec. 64-2. Purpose and authority of article

The County finds that the primary purpose of vessel speed regulations established in this Chapter is manatee protection and that manatees are frequently sighted in and inhabit the manatee protection zones defined herein on a periodic or continuous basis, and establishing manatee protection zones by regulating vessel speed and operation will increase the protection of manatees from harmful collisions with vessels, as hereinafter defined, within the described protection zones.

Sec. 64-3. Exemptions.

Attachment: Citrus County Draft Ordinance December 27 2021 (19820 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

Pursuant to 68C-22.003(3), F.A.C., any person may engage in water-borne activity otherwise prohibited by 68C-22, F.A.C., if such activity is reasonably necessary to prevent the loss of life or property due to emergency circumstances, or to render emergency assistance.

Sec. 64-4. Forms for administration of article.

The board of county commissioners shall adopt, by resolution, such forms as may be necessary for administration of this article.

Sec. 64-5. Area of enforcement.

Enforcement of the provisions of this article shall be the zones identified in Section 64-7.

Sec. 64-6. Means of enforcement.

The provisions of this article shall be enforced by duly authorized law enforcement officers within the zones identified in Section 64-7.

Sec. 64-7. Manatee Protection Zones

The county hereby establishes the manatee protection zones identified below for the purpose of protecting manatees located therein. To accomplish this purpose, this section establishes manatee protection zones and authorizes all subsequently permitted markers, as hereinafter defined, delineating the zones. A map of the Manatee Protection Zone is set forth in Exhibit A, attached hereto and incorporated herein by reference.

(1) Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees 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 degrees running through the northernmost tip of the western shoreline of a canal serving West Canal Drive, 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 degrees 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) all vessels shall be operated at or below slow speed at all times.

(2) Any owner, operator, or person in command of a vessel who permits operation of such vessel in excess of slow speed in the above-designated slow speed zones, shall be in violation of navigation rule 6, as adopted pursuant to §327.33, F.S., except for law enforcement vessels deviating from the navigational rules and posted speeds when such deviation is necessary to perform law enforcement duties.

(3) The County Administrator, or the County Administrator's designee, shall coordinate application for permits and purchase of uniform waterway markers for marking of slow speed zones for manatee protection purposes. Implementation and marking of the manatee protection zones described in this

Attachment: Citrus County Draft Ordinance December 27 2021 (19820 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

section is contingent upon the county's receipt of all applicable state and federal authorizations required to ensure compliance with Chapter 68D-23, F.A.C., and the United States Aids to Navigation System; and the posting of regulatory markers.

Section 3. Severability. If any section, subsection, sentence, clause, 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 so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. 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 5. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Section 6. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 7. 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:

_____ _____

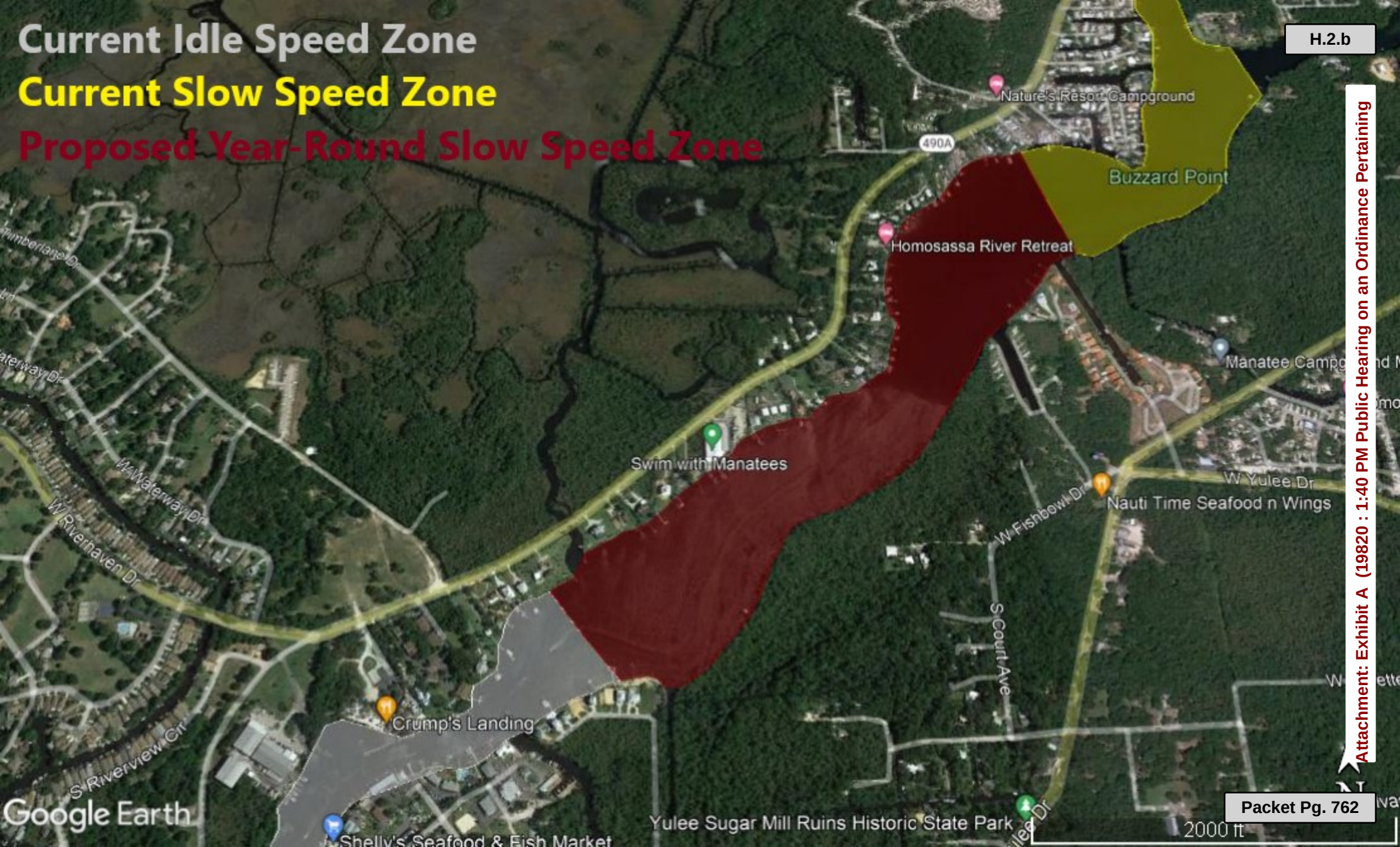
ANGELA VICK, Clerk Ronald E. Kitchen, Jr., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Citrus County Draft Ordinance December 27 2021 (19820 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee



Attachment: Exhibit A (19820 : 1:40 PM Public Hearing on an Ordinance Pertaining

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	1:45PM City of Crystal River Ken Frink
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Enclosed is a letter from the City Manager of Crystal River and a Power Point Presentation. The City of Crystal River, according to the City, is closing the public Boat Ramp at NW 3rd street to accommodate the Board Walk project. The letter states that they want to place an additional Boat Ramp at Fort Island Trail and also increase parking. A drawing on the placement from our GIS system is attached.

They are proposing that the City apply for funding for the design and construction through a FWC Florida Boating Improvement Program Grant. If successful this would provide 100% of the cost of the design and permitting.

The letter further states that the City would apply for a grant through the USFWC Sport Fish Restoration program for construction and development. This grant is a 75% State and Local 25%. City River is proposing that the County fund the match. According to Mr. Frink the 25% can be offset by the design and permitting cost.

While we do not know the cost, we believe that a 7-figure match is not unrealistic, however, a better estimate will not be available until an engineer's estimate of probable cost is generated. The match is not budgeted. The Board needs to consider whether this is the best location for another boat ramp considering the current traffic on Fort Island Trail and the parking required coupled with the current parking shortage. We would note this proposal calls for additional parking, however, the amount is unknown.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Presentation by Ken Frink, City Manager of Crystal River and direction as appropriate.

123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
352-795-6245 F
www.crystalriverfl.org

RECEIVED
DEC 21 2021
COUNTY ADMINISTRATOR

December 13, 2021

Charles R. Oliver, County Administrator
3600 W. Sovereign Path, Suite #267
Lecanto, Fl. 34461

Dear Randy,

As you know, the Kings Bay Riverwalk project will result in the closure of a public boat ramp at NW 3rd Ave. This ramp is what I would consider a secondary ramp and not as heavily used as the City's Pete's Pier ramp or the County's ramps on Fort Island Trail. That being said, the City has planned to provide a new ramp or enhance an existing ramp in conjunction with the impending closure of NW 3rd Ave ramp. Although the City petitioned the State to install a new ramp at the Crystal River Preserve State Park, the request was ultimately denied.

The purpose of this letter is to propose an alternative solution; expand the capacity of the Fort Island Trail Park ramp and parking area through a partnership between the County and the City. The Park is divided in half by a manmade canal in which the County owns the bottom. The existing boat ramp and parking lot are located on the east side of the canal, with a large, wooded area lying to the west. By restoring the canal to natural grade and connecting both sides, I believe the amount of available parking could be doubled, at minimum, and a third launch could be added. Attached is a drawing that depicts those areas.

The City would apply for funding through the FWC Florida Boating Improvement Program grant program for the design and permitting of the improvements. This grant program provides 100% funding for projects and does not require matching funds. Once designed and permitted, the City would then apply for funding through the USFWS Sport Fish Restoration grant for the development and construction phases of the project. This program provides 75% of the project funding, while the FWC Boating Improvement Program grant can be used as part of the 25% match. Any remaining match is not currently accounted for but would likely be minimal. If necessary, the "entitlement" of the ramp at NW 3rd, as part of the manatee protection plan, would be transferred to Fort Island Trail Park, which would satisfy any additional matching requirement.

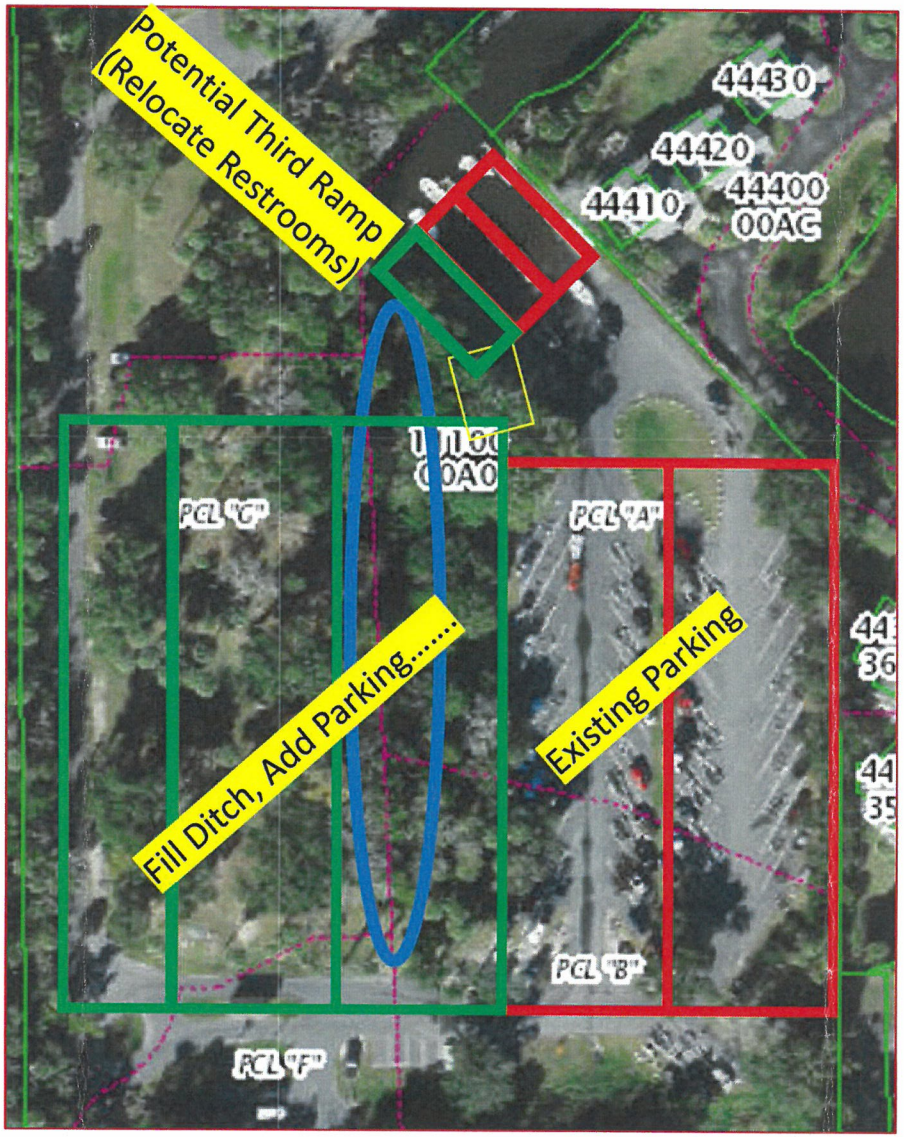
I have not discussed this publicly with the City Council, but I am confident they would support it. I would like to bring this to Council on January 10th and then formally to your Board on the 25th. Please let me know if you can secure me a spot on your agenda to present this concept to the County.

Sincerely,

Ken Frink, City Manager, City of Crystal River

cc: City Council

Attachment: Letter from the City of Crystal River Regarding Boat Ramp (19839 : 1:45PM City of Crystal River Ken Frink)


Potential Third Ramp
(Relocate Restrooms)
44430
44420
44410
44400
00AG
PCL "G"
PCL "A"
Fill Ditch, Add Parking.....
Existing Parking
PCL "B"
PCL "F"

Fort Island Trail Park Boat Ramp Proposal

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

- The City is nearing the completion of permitting and funding for the Kings Bay Riverwalk
- Expect to bid project during the 2022/2023 manatee season
- Construction would commence at the end of manatee season

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

- Project includes the closure of the NW 3rd Avenue boat ramp
- The City was denied a request to the State to relocate the ramp to the State Park
- Alternative location is still desired
- Fort Island Trail Park is beyond capacity which can easily be increased

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

Available Grants

- Design and permitting
  - FWC Florida Boating Improvement Program (FBIP)
    - Provides 100% funding for projects and does not require matching funds
- Construction
  - USFWS Sport Fish Restoration Grant
    - 75% grant with 25% local match
    - FBIP funds eligible for match

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

The City of Crystal River is requesting:

- The City and County partner to expand the capacity of the Fort Island Trail Park Boat Ramp
- Allow the City to take the lead to apply for a grant for the design/permitting of improvements
- Once permitting the City would apply for construction funds

Attachment: Fort Island Trail Park (19839 : 1:45PM City of Crystal River Ken Frink)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	AHAC Nominate and Appoint
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Citrus County Housing Services requests the Board of County Commissioners to nominate and appoint individuals to fill the five (5) positions for membership on the Affordable Housing Advisory Committee (AHAC) that will become available on January 31, 2022, as follows: one Real Estate Professional, one Low Income Advocate, one Local Planning Agency Representative, one Not For Profit Provider of Affordable Housing Representative and one Citizen of Local Jurisdiction. The terms for these positions will be for (2) two years and will expire on January 31, 2024. The following persons have applied to serve as members of the advisory board:

1. Kathi Anderson-Moore (current AHAC member): Real Estate Professional
2. Kim Farrar (current AHAC member): Low Income Advocate
3. Brian Hermann (current AHAC member): Local Planning Agency Representative
4. Melissa Wheeler (current AHAC member): Not For Profit Provider of Affordable Housing Representative
5. Barbara Wheeler (current AHAC member): Citizen of Local Jurisdiction

BUDGET IMPACT/FUNDING SOURCE:

NO BUDGETARY IMPACT

RECOMMENDED ACTION:

Nominate and appoint five (5) positions for membership on the Affordable Housing Advisory Committee (AHAC) that will become available on January 31, 2022, as follows: one Real Estate Professional, one Low Income Advocate, one Local Planning Agency Representative, one Not For Profit Provider of Affordable Housing Representative and one Citizen of Local Jurisdiction.

AFFORDABLE HOUSING ADVISORY COMMITTEE ROSTER
CITIZENS ADVISORY TASK FORCE COMMITTEE ROSTER
January 2021

NAME	ADDRESS	APPOINT	EXPIRATION
Charles (Bruce) Kaufman Home Building Trades Representative District 2	352-400-0230 (c) 352-628-0100 (f) E-Mail: kaufman72@hotmail.com	A- 06/14/16 R-01/10/17 R-01/16/19 R-01/05/21	**01/31/2023**
Jeff Kinnard Local Elected Official Board of Citrus County Commissioners District 1	352-341-6560 (w) 352-341-6584 (fax) E-mail: jeff.kinnard@citrusbocc.com	A-08/11/20	**01/31/2023**
Willie White Residential Home Building Industry Representative District 4	352-726-4875 (w) E-Mail: williewhitebuilder@gmail.com	A-05/09/00 R-04/23/02 R-04/22/03 R-04/26/05 R-04/24/07 R-04/25/09 R-04/26/11 R-01/08/13 R-01/27/15 R-01/10/17 R-01/16/19 R-01/05/21	**01/31/2023**
Kathi Anderson-Moore Real Estate Professional District 1	352-341-6210 (w) E-Mail: allcitrusrentals@gmail.com	A-02/09/18 R-01/07/20	**01/31/2022**
Kim Farrar Low Income Advocate District 2	352-423-7718 (c) E-Mail: littlekim511@gmail.com	A-08/24/04 R-04/26/06 R-04/22/08 R-04/27/10 R-01/31/12 R-01/14/14 R-02/09/16 R-01/09/18 R-01/07/20	**01/31/2022**
Brian Herrmann Local Planning Agency Representative District 5	352-795-4216 x308 (w) E-mail: bherrmann@crystalriverfl.org	A-01/07/20	**01/31/2022**
Melissa Walker **Chairperson** Not-For-Profit Provider of Affordable Housing Representative	352-795-5541, ext. 203 (w) 352-601-7209 (c) E-Mail: kcenter@tampabay.rr.com	A-11/03/15 R-01/10/17 R-01/16/19 R-10/13/20	**01/31/2022**
Barbara Wheeler **Vice Chairperson** Citizen of Local Jurisdiction District 4	352-697-0623 work cell E-Mail: mfhc01@gmail.com	A-10/25/05 R-04/26/06 R-04/22/08 R-04/27/10 R-01/24/12 R-01/14/14 R-02/09/16	**01/31/2022**

Attachment: AHAC - 2021 Members List 2021 (18509 : AHAC Nominate and Appoint)

		R-01/09/18 R-01/07/20	
Lorrie Hamilton **VP, Cluster Branch Leader** Banking Representative	352-220-6091 (w) E-mail: lhamilton@bbandt.com	A-05/25/2021	**01/31/2023**
Vacancy Employer Representative			**01/31/2023**
Vacancy Essential Services Personnel Representative			**01/31/2023**
Vacancy For Profit Provider of Affordable Housing Representative			**01/31/2022**

Staff Contact: Michelle Alford, Housing Director Board Members: 2 Yr. Terms Revised: 10/11/2021
Legend: A=Appointed R=Reappointed

Attachment: AHAC - 2021 Members List 2021 (18509 : AHAC Nominate and Appoint)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Kathie Anderson-Moore Home Phone 352-442-3332

Address: 13950 W. Evers Ct, Crystal River, FL 34429 Cell Phone

Business Phone: 352-341-6210 Fax: N/A Email allcitrusrentals@gmail.com

Place of Employment: The Holloway Group

Board/Committee Applied for: Affordable Housing Advisory Committee

Specific Position on Board/Committee Applied for: Real Estate Professional

How long have you lived in Citrus County: Years 15 Months _____

In which commission district do you reside? ① 2 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No_____
Please list the Committee/Boards: Affordable Housing Advisory Committee

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Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: 2 year college degree AS/AA

Experience: Work directly with low income, VA, HUD VASH, Section 8, NSP tenants from rental placement.

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO_____
DATE_____ SIGNATURE X Kathie Anderson Moore

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: AHAC Applications for 2022-2024 terms (18509 : AHAC Nominate and Appoint)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Kim Farrar Home Phone 352-628-7302

Address: 10909 W Rockhaven Ln, Homosassa, FL 34448 Cell Phone

Business Phone: 352-628-7302 Fax: N/A Email littlekim511@gmail.com

Place of Employment: Mango Tango Tropical Grill, Co-owner Capt. Billy Fishing

Board/Committee Applied for: Affordable Housing Advisory Committee

Specific Position on Board/Committee Applied for: Low Income Advocate

How long have you lived in Citrus County: Years 22 Months _____

In which commission district do you reside? 1 (2) 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No_____
Please list the Committee/Boards: Affordable Housing Advisory Committee

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: Central CT State University, New Britain, CT

Experience: Santa for Seniors volunteer, donor | Homosassa Elem vol, donor | Boys & Girls Club, Suitcase Party-vol donor.| tovs for tots-donor

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO_____
DATE 10/20/21 SIGNATURE X Kim Farrar

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: AHAC Applications for 2022-2024 terms (18509 : AHAC Nominate and Appoint)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Brian Herrmann Home Phone 843-263-8117

Address: 95 East Hartford St, Hernando, 24442 Cell Phone

Business Phone: 352-795-4216 x308 Fax: Email bherrmann@crystalriverfl.org

Place of Employment: Planning and Development Services, Director; City of Crystal River

Board/Committee Applied for: Affordable Housing Advisory Committee

Specific Position on Board/Committee Applied for:

How long have you lived in Citrus County: Years 2 Months

In which commission district do you reside? 1 (2) 3 4 5 (circle one)

Do you currently hold public office? Yes ____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No ____
Please list the Committee/Boards: Affordable Housing Advisory Committee

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: Master of Urban Planning

Experience: Significant

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO ____
DATE 10/20/21 SIGNATURE X Brian P. Herrmann

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: AHAC Applications for 2022-2024 terms (18509 : AHAC Nominate and Appoint)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Melissa Walker Home Phone (352) 601-7209

Address: 806 Pinewood Avenue, Inverness, FL 34453 Cell Phone _____

Business Phone: 352-795-5541 Fax: 352-527-8964 Email kcenter@tampabay.rr.com

Place of Employment: CCARC, Inc. dba Key Training Center

Board/Committee Applied for: Affordable Housing Advisory Committee

Specific Position on Board/Committee Applied for: Not-For-Profit Provider of Affordable Housing Rep.

How long have you lived in Citrus County: Years 42 Months _____

In which commission district do you reside? 1 2 3 4 (5) (circle one)

Do you currently hold public office? Yes _____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No _____
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: BA Communications/UCF, Orlando 1989

Experience: Key Training Center - Ex. Dir. 10/2013; Assistant Executive Dir. 4/07, Key Center Foundation Director 9/ and previous high level manager and director positions in private and non-profit organizations.

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO _____
DATE 10/22/24 SIGNATURE X Melissa Walker

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: AHAC Applications for 2022-2024 terms (18509 : AHAC Nominate and Appoint)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Barbara Wheeler Home Phone (352) 726-3280

Address: 4675 E. Stallion Ln, Inverness, FL, 34452 Cell Phone _____

Business Phone: 352-860-2308 Fax: _____ Email mfhc01@gmail.com

Place of Employment: Mid Florida Homeless Coalition, Inc.

Board/Committee Applied for: Affordable Housing Advisory Committee

Specific Position on Board/Committee Applied for: Citizen Representative

How long have you lived in Citrus County: Years 22 Months _____

In which commission district do you reside? 1 2 3 4 (5) (circle one)

Do you currently hold public office? Yes _____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No _____
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: AA & AS in Business Administration

Experience: Board member of Home Ownership Matters for Everyone, public safety committees in Lake and Hernan counties, FEMA EF&SP Boards in Citrus, Hernando, and Lake counties. Member of this board since 200

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO _____
DATE 10/20/21 SIGNATURE X Barbara J. Wheeler

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: AHAC Applications for 2022-2024 terms (18509 : AHAC Nominate and Appoint)

AGENDA MEMORANDUM

FROM:	John Pricher, Tourism Director
SUBJECT:	Tourist Development Council Appointments
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Appoint 2 citizens in the category of Owner/Operator of a Tourism Accommodation and appoint 1 citizen in the category of Demonstrates an Interest in Tourism to serve on the Tourist Development Council (TDC). The 4 year term will be from January 31, 2022 until January 31, 2026.

Applicants in the Owner/Operator Category:
Michael Mancke, GM, Plantation on Crystal River (currently serving on TDC)
Dr. Paresh Desai, Owner, Maya Developers (currently serving on TDC)

Applicants in Demonstrates an Interest in Tourism Category:
Michael Engiles (currently serving on TDC)
Kathy Turner Thompson
Gilbert Phelan

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Appoint Michael Mancke and Dr. Paresh Desai to the TDC for a 4 year term beginning January 31, 2022 until January 31, 2026. Appoint one citizen from the applications in the Demonstrates an Interest in Tourism Category to a 4 year term beginning January 31, 2022 until January 31, 2026.

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: PARESH DESAI Home Phone 352-795-9273

Address: 507 N.W. 9th Ave- C. River Cell Phone 352-634-0980

Business Phone: 628-7671 Fax: 628-9893 Email desaipg@hotmail.com

Place of Employment: AVI

Board/Committee Applied for: TDC

Specific Position on Board/Committee Applied for: Board Member

How long have you lived in Citrus County: Years 33 Months _____

In which commission district do you reside? (1) 2 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No ✓

Do you now serve, or have you ever served on a Citrus County board or committee? Yes ✓ No_____
Please list the Committee/Boards: TDC, EDC

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: MD, MBA, MS.

Experience: See attached

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES ✓ NO_____
DATE 12/28/21 SIGNATURE _____

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: OwnerOperator.TDC Board.DrDesai.application (19828 : Tourist Development Council Appointments)

PARESH DESAI, M.D., F.A.C.S, M.S., M.B.A

TITLE:
Physician (*Urology*)
Citrus Memorial Hospital
Seven Rivers Regional Medical Center

ADDRESS:
Advanced Urology Institute
3264 W Audubon Park Path, Lecanto, FL 34461

E-MAIL ADDRESS:
desaipg@hotmail.com

PERSONAL:
Married to Ila Desai and lives in Crystal River FL
Two Daughters and four grandkids

STATE LICENSURE:
Florida

BOARD CERTIFICATION:
Board Certified in Urology
Board Certified in General Surgery
Fellowship in Kidney and Liver Transplant

EDUCATION:
University of South Florida, Tampa, FL
Master of Business Administration

Medical College of Baroda, M.S. University of Baroda, Baroda, India
Doctor of Medicine

POSTGRADUATE EDUCATION:
State University of New York- Downstate Medical Center, Brooklyn, NY
Fellowship in Kidney and Liver Transplant, 7/82 - 6/83

West Penn Hospital, Pittsburgh, PA
Residency in Urology, 7/79 – 6/82

Jewish Hospital of Brooklyn, Brooklyn, NY
Internship in General Surgery, 7/77 – 6/79

S.S.G Hospital at M.S. University of Baroda, Baroda, India
Residency in General Surgery, 1/74 – 11/76

ACADEMIC APPOINTMENTS:
V.A. Medical Center, Northport, NY
Attending Urologist, 7/83 – 6/84

Stony Brook Medical Center, S.U.N.Y., Stony Brook, NY
Clinical Assistant Professor in Urology, 7/83 – 6/84

Downstate Medical Center, S.U.N.Y., Brooklyn, NY
Clinical Instructor in Transplant Surgery, 7/82 - 6/83

AWARDS/HONORS:
Best Intern and Resident, Jewish Hospital of Brooklyn
First Prize in the Essay Competition, Pittsburgh Urological Association, 1982
Gold Medal in General Surgery Boards, Medical College of Baroda

Attachment: OwnerOperator.TDC Board.DrDesai.application (19828 : Tourist Development Council Appointments)

PROFESSIONAL MEMBERSHIPS:

American Urological Association
American Medical Association
Florida Medical Association
Citrus Medical Society
Fellow of the American College of Surgeons
American Association of Clinical Urologists
American College of Physician Executives, Governing Board
Florida Wellcare Alliance

COMMUNITY SERVICE *(current and past)*:

Economic Development Council of Citrus County, Board of Director
Tourism Development Committee of Citrus County, Council Member
Waterfront Advisory Board of Crystal River, Council Member
Community Re-development Board of Crystal River, Council Member
Save the Manatee Club (a non-profit organization), Board of Trustees
Memory Enhancement Center of America "MECA", Founder
Seven Rivers Hospital Crystal River, Chief of Staff and Governing Board Member

BUSINESS ACHIEVEMENTS:

Healthcare: Development of medical practices, medical associations, senior care housing and wellness centers.

- Founding Member of Advanced Urology Institute (a Urological Practice that covers Citrus, Sumter, Marion, and Lake Counties)
- Founding Member of Florida Wellcare Alliance (organization with over 90 physicians)
- Founder of Memory Enhancement Center of America "MECA" (a non-profit organization) to help improve Alzheimer care in Citrus County
- Developed an 84-bed Assisted Living Facility in Homosassa, FL and a 110-bed Assisted Living Facility in Trinity, FL)
- Developed an 80-bed Alzheimer Unit in Lecanto, FL

Hospitality: Active involvement in the hospitality industry since 1985

- President of Maya Developers (www.mayadevelopment.com)
- Current portfolio consists of over 500 hotel rooms, a waterfront restaurant, and two dive shops; employs approximately 200 personnel
- Founder of Manatee Eco-Tourism Association "META (a non-profit organization) to help Citrus County Captains improve Tourism and protect Manatees

Banking: Active involvement in the banking industry in Florida since 1999

- Founding director of Florida Choice Bank
- Founding director of Anderen Bank

CURRENT PROJECTS:

Development of a Veterans Assisted Living Facility in Lecanto, FL
Development of an Assisted Living Facility in Indian Land, SC
Development of a waterfront resort (Marriott) in Crystal River, FL
Development of a Woodspring Suites in Inverness, FL
Development of the Citrus Container Park, Inverness, FL

REFERENCES:

Dr. William Dixon (dixonbill513@yahoo.com)
Dr. Jeffery Kinnard, Citrus County Commissioner (jeff.kinnard@citrusbocc.com)
Mr. Steve Lamb (lambchop@crystalautos.com)
Mr. Josh Wooten, President/CEO Citrus County Chamber of Commerce (Josh@citruscountychamber.com)

Attachment: OwnerOperator.TDC Board.DrDesai.application (19828 : Tourist Development Council Appointments)

PLANTATION
on Crystal River

December 21, 2021

Citrus County Board of County Commissioners
110 N. Apopka Avenue
Inverness, FL 34450

Dear Chairman and Commissioners:

It has been my pleasure serving on the Tourist Development Council Board. With my term shortly coming to an end, I would hope to be considered for another term

Please accept this letter as my request for a reappointment to the TDC Board if this pleases you.

Thank you for your consideration.

Sincerely,

Michael Mancke
General Manager

9301 West Fort Island Trail, Crystal River, Florida 34429
352-795-4211♦800-632-6262♦Fax 352-795-7338♦Sales 800-524-7733
www.plantationoncrystalriver.com

Attachment: OwnerOperator.TDC Board App - Mancke (19828 : Tourist Development Council Appointments)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: MICHAEL MANCKE Home Phone (239) 940-1445

Address: 5021 S. DEEP WATER POINT Cell Phone (239) 940-1445

Business Phone: 3527954211 Fax: 352-795-1156 Email MICHAEL.MANCKE@PLANTATIONONCRYSTALRIVE

Place of Employment: PLANTATION ON CRYSTAL RIVER

Board/Committee Applied for: TDC

Specific Position on Board/Committee Applied for: _____

How long have you lived in Citrus County: Years 10 Months 4

In which commission district do you reside? 1 (2) 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No_____
Please list the Committee/Boards: TDC

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: UNIVERTY OF TENNESSEE, KNOVille, TN

Experience: 30+YEARS IN HOSPITALITY INDUSTRY WITH CVB, Hotel/RESORT AND MEDIA

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO_____
DATE DEC 21, 21 SIGNATURE _____

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: OwnerOperator.TDC Board App - Mancke (19828 : Tourist Development Council Appointments)

Michael Mancke
General Manager
(352) 795-14211
Michael.mancke@plantationoncrystalriver.com

Brief Bio -

A 30-year veteran of the tourism industry, Michael Mancke is General Manager for the Plantation on Crystal River – a 196-room property located on 232 acres along Florida's Nature Coast. Mancke is responsible for a team of 6 and oversees 12,000 square feet of meeting and event space at the property.

Prior to joining the Plantation, Mancke was Director of Florida Sales for Miles Media Group, an innovative publishing partner for destinations, providing integrated online and print solutions. At Miles Media, Mancke managed the VISIT FLORIDA sales team, which serviced all in-state DMOs and tourism-related business.

From 1985 to 2007, Manke worked with a number of national hotel and resort companies, including ARAMARK Harrison Lodging/Parks & Resorts, Boykin Hotels & Resorts, Interstate Hotels & Resorts, MeriStar Hotels & Resorts, and South Seas Resorts Company. At these organizations he managed relationships with DMOs, tour operators, meeting planners and OTAs; coordinated company presence at domestic and international trade shows; and worked directly with FIT, retail travel agents and AAA markets throughout the U.S., Canada and the Caribbean.

Crystal River/Citrus County Chamber – Tourist Development Committee
Originally from Knoxville, TN, Mancke attended the University of Tennessee studying Math/Computer Science and Engineering Physics. An avid fisherman, Mancke resides on the west coast of Florida with his wife and daughter.

Attachment: OwnerOperator.TDC Board App - Mancke (19828 : Tourist Development Council Appointments)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Michael Engiles Home Phone 5402950158

Address: 12 highwood path homosassa fl 34446 Cell Phone 5402950158

Business Phone: 352-795-7033 Fax: _____ Email mjengiles@gmail.com

Place of Employment: Engiles Eco Ventures, Inc

Board/Committee Applied for: Tourism Development Council

Specific Position on Board/Committee Applied for: Interested Person

How long have you lived in Citrus County: Years 8 Months _____

In which commission district do you reside? 1 2 3 4 5 (circle one) 2

Do you currently hold public office? Yes_____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No_____
Please list the Committee/Boards:
TDC

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: Manatee Eco Tourism Association (4 yrs Pres) Friends of the CRNWRC (3 yrs Pres)

Experience: CR Wwaterfronts ADv Board (3 yrs)

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES X NO_____
DATE 17 NOV 2021 SIGNATURE michael j engiles

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: Interest.TDC Board App.Engiles (19828 : Tourist Development Council Appointments)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

Received
DEC 28 2021
BOCC

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: GILBERT PHELAN Home Phone 941-374-1347

Address: 4610 S SUNCOAST BLVD # 433 Cell Phone "

Business Phone: _____ Fax: _____ Email INFO @ GILLPHELAN.COM

Place of Employment: SELF EMPLOYED BOAT CAPTAIN & REALTOR

Board/Committee Applied for: TOURISM DEVELOPMENT

Specific Position on Board/Committee Applied for: _____

How long have you lived in Citrus County: Years 5 Months _____

In which commission district do you reside? 1 (2) 3 4 5 (circle one)

Do you currently hold public office? Yes _____ No ✓

Do you now serve, or have you ever served on a Citrus County board or committee? Yes _____ No ✓
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: _____

Experience: SEE ATTACHED INFO

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES ✓ NO _____
DATE 12/27/21 SIGNATURE _____

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: Interest.TDC Board App - Phelan (19828 : Tourist Development Council Appointments)

Gilbert Phelan

941-374-1347

Since 2007 I have been traveling to several different countries promoting our Costa Rican real estate project and also marketing and advertising our Costa Rica tours. Our conventions were held in Ecuador, Panama, Mexico, Canada, Dominican Republic and in the USA—Florida and Las Vegas.

Besides my International Real Estate experience, I also hold a Florida Real Estate License along with a Florida Insurance License.

For the last 5 years I have been a USCG licensed boat Captain and currently hold a Master Captains License for 25-ton vessels.

Most recently I have been working along the Nature Coast area hosting scallop and Manatee tours and also taking folks out on fishing and spear fishing excursions in our area.

I am an avid hunter and am very familiar with our local public WMA systems.

Since 2007 I have been a PADI Scuba instructor and teach others Advanced Open Water diving as well as Rescue Diving.

I dive in our local waters and our local clear water springs.

With my marketing and advertising background and with my on the ground local fishing and diving and Real Estate Knowledge I am sure I could be a positive addition to our local tourism board.

Attachment: Interest.TDC Board App - Phelan (19828 : Tourist Development Council Appointments)

Rec 12-29-21

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Katherine "Kathy" A Turner Thompson Home Phone Same as below

Address: 5532 W. Paul Bryant Dr, Crystal River Cell Phone (352) 220-2351

Business Phone: N A Fax: None Email viva1acrystalriver@gmail.com

Place of Employment: As of January 8th, 2022 - retired

Board/Committee Applied for: Tourist Development Council

Specific Position on Board/Committee Applied for: Board member

How long have you lived in Citrus County: Years 50 Months _____

In which commission district do you reside? (1) 2 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No ✓

Do you now serve, or have you ever served on a Citrus County board or committee? Yes_____ No ✓
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: See resume

Experience: See resume

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES ✓ NO_____
DATE 12/29/2021 SIGNATURE Katherine A Turner Thompson

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If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: Interest.TDC Board App - Thompson (19828 : Tourist Development Council Appointments)

December 28, 2021

Citrus County Board of County Commissioners:

I would like to express my interest in being appointed to the Citrus County Tourism Development Council in January.

I have been a resident of Citrus County since 1964, I grew up here in the county until graduating from Crystal River High School. After 25 years, as the Historical Resource Manager, I will be retiring from my current position with Citrus County Community Services on January 7, 2022. Over the span of these years, I have focused on rehabilitating the 1912 Citrus County Courthouse as a cultural facility, archives, and museum into a sustainable institution.

In 2001, the project was recognized by the Florida Trust for outstanding preservation and rehabilitation work at the historic Citrus County Courthouse. In addition, in 2016, the Florida Association of Museums awarded the Old Courthouse Heritage Museum for an outstanding exhibition for the Chassahowitzka Springs archeological discoveries. The exhibition was titled Chassahowitzka Springs, Florida's History Revealed; and in the past 18 months, museum staff has created an interpretative online exhibition in conjunction with the exhibit at the museum. Check it out at: People of the Springs through Time (yourcultureconnect.com). This has allowed us to reach international and US tourists when unable to travel in the recent past.

As mentioned on my resume, I participated in the one and only Eco-Heritage Guide Training Course offered in our Citrus County, receiving a certification through North Florida University in Jacksonville. This program was developed by Gulf Archeology Research Institute and co-sponsored by the Citrus County Ecotourism Committee and funding was made possible through the Citrus County Tourism Development Council and the Florida Humanities.

I have worked in and with heritage tourism sites for the last 25 years and gained a wealth of knowledge in areas of marketing, social media, programming, and while drawing visitors from around the world, the United States and Florida to our communities. Much to our delight the Strictly Elvis Presley Fan Club visited the museum from the UK in November 2021. They are the second largest Elvis Presley Fan Club in the world. The only group that has a greater number of members is the Graceland Fan Club out of Memphis, TN. Elvis Presley is a huge draw to the museum and the county, and there is hardly a day that goes by that we don't get visitors for that very purpose.

"The group visit to the Old Courthouse Museum was a wonderful success. The so-knowledgeable staff there gave us a superb talk about the museum and its Elvis connection, and everyone said afterwards how interesting yet warm and charming they were. All of the group stayed to look and enjoy the other exhibits before we headed for Ocala and the afternoon's programme of visits there. All in all, a very good day.
We'll be back – not sure when but we had thousands following us on Facebook and we've lost count of the number of requests to repeat the tour. We will but let's get this awful Covid problem over with first.
David

David J Wade
Strictly Elvis UK/Elvis Travel Service
Ipswich, Suffolk, IP5 3RY, UK
Tel: UK 01473 621 564 Mobile: 07721 435 291 Web: www.strictlyelvis.net

Attachment: Interest.TDC Board App - Thompson (19828 : Tourist Development Council Appointments)

It gives me immense pleasure to share with you a couple of statistics on culture heritage tourism from the Travel Industry association.

What are the benefits of Cultural Heritage Tourism? From the National Trust for Historic Preservation

"A study by the Travel Industry Association in 2003 shows that heritage travelers stay longer at their destinations and spend more money there than other types of travelers. A more recent State of the American Traveler Survey done in 2008 states that over 70% of travelers visited one or more of the following cultural heritage attractions: historic attraction; state, local, or national park; an art gallery or museum; concert, play, or musical; or an ethnic or ecological heritage site. Travelers say that trips are more memorable if they include a heritage activity where they learn something. Many visitors stated they extended their stay because of a heritage activity. The majority of these travelers stay overnight at local hotels, motels, bed and breakfasts, or campgrounds. Heritage travelers also tend to put more money back into the community spending on average $166 more than other types of travelers per trip."

In closing, I would like to say that I have my first 3-day step on guided bus tour scheduled for February 22, 23, and 24. The group is from Foy, Alabama and will be staying at the Plantation Inn on Crystal River. I am thrilled to be representing our county and our diverse resources.

I look forward to bringing a new perspective to the Citrus County Tourism Development Council. Thank you very much.

Respectfully submitted,

Kathy Turner Thompson
5532 W. Paul Bryant Drive
Crystal River, Fl 34429

Cc: John Pricher

Attachment: Interest.TDC Board App - Thompson (19828 : Tourist Development Council Appointments)

Katherine Turner Thompson

Historical Resources Museum Director/Manager

Contact

5532 W. Paul Bryant Drive
Crystal River, Florida 34429
(352) 220-2351
vivalacrystalriver@gmail.com

Florida history, historic preservation, archival research, and advocating for culture, history, and community are my passions. My goal is to continue to promote and enhance the history, culture and natural resources of Citrus County, and this project would be perfect as a project liaison/ advocate to do that.

Experience

1996 – January 10, 2022 - Retired
Citrus County, Clerk of the Circuit Court
Citrus County Board of County Commissioners

- Completed $2.4 million dollar restoration of the historic Citrus County Courthouse (1912) in October 2000.
- Developed an expanded cultural facility including museum and county archives.
- 2014 Florida Association of Museum's awarded the Old Courthouse Heritage Museum an exhibition award for outstanding work on the Chassahowitzka Springs clean-up which uncovered artifacts that spanned over 12,000 years of Citrus County and Florida history.
- Created a cultural facility where Elvis' fans from around the world come to see the courthouse filming location of Elvis Presley in the 1961/1962 movie ***Follow That Dream.***
- Expanded county research facility for historical archival materials in central location. One of few if any institutions where both county official historical records and historical society historical records are all available in one area.
- As a small institution developed and enhanced partnerships between, county government, the clerk's office, the historical society, and other agencies into a sustainable organization.

Leadership Roles/Non-Profits

- Ex-Official Office of the Citrus County Historical Society, Inc. (25 years)
- Staff to the Citrus County Historical Resources Advisory Board (19 years)
- Treasurer for the Florida Society of Archivist, Inc. (8 years)
- Treasurer for the Fort Cooper Chapter of the Daughters of the American Revolution (8 years)
- Secretary of the Friends of the Crystal River Preserve State Park, which includes the Crystal River Archaeological State Park and the Yulee Sugar Mill (4years)

Education

1998
B.S. Business Administration/Manager
St. Leo College

2006
Master's Level Certification Museum Studies
California State University, East Bay

Skills

- Leadership/team building
- Problem solving
- Fundraising
- Historic Preservation
- Archives and Collection Management
- Exhibit and Program Development

Professional Memberships

- Member National Trust for Historic Preservation
- Florida Trust for Historic Preservation
- Member American Alliance of Museums
- Member of the American Alliance of State & Local History
- Member of the Society of Florida Archivists
- Eco-Heritage Guide Training Certificate, University of North Florida, Co-Sponsored by the Citrus County Ecotourism Committee, and the Florida Humanities

Attachment: Interest.TDC Board App - Thompson (19828 : Tourist Development Council Appointments)

December 22, 2021

Commissioner Davis
Citrus County, BOCC
Holly Davis, Chairperson
Citrus County Tourist Development Council
110 North Apopka Avenue
Inverness, FL 34450

Dear Commissioner Davis,

Katherine "Kathy" Turner Thompson has worked as the Historical Resources Manager at the Old Courthouse Heritage Museum for over 25 years. For the last two years and in my position as Community Service Director, she has reported to me and managed the program assistant and a cadre of volunteers at the Museum. Kathy is a bright and personable individual who always has a can-do attitude and drive. She is flexible, conscientious, and takes initiative; all attributes that are valuable towards achieving the goals of the Tourist Development Council. Her experience as the Historical Resources Manager for over 25 years, and a resident of the county for over 45 years, makes her uniquely qualified to know the county and all its cultural, natural, and historical resources inside out.

She has a wealth of knowledge in marketing, social media, interpretative programs, and events. She is an analytical person who uses her collaborative and communication skills to focus on the task at hand. When the Citrus County Visitor & Convention Bureau needed content written in German, she worked with the VCB staff and a person in Germany who was fluent in reading and writing German; and had long-time ties to Citrus County.

County employees, community residents, and visitors perceive Kathy as a valuable resource for her knowledge of our area. She has worked with many outside local and state agencies to highlight Citrus County.

Please accept this letter as my recommendation for Katherine, as the best person who has an interest in tourism for Citrus County. If you would like additional information about Katherine "Kathy," you can telephone me at (352)527-5907.

Sincerely,

Mariselle Rodriguez

Citrus County, BOCC Community Services Director

Cc: John Pricher

Attachment: Interest.TDC Board App - Thompson (19828 : Tourist Development Council Appointments)

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	Resolution for United States Bike Route (USBR) 15
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

United States Bike Route (USBR) 15 through Citrus County is part of a national effort through the American Association of State Highway and Transportation Officials (AASHTO) to expand the US Bicycle Route system. The Florida Department of Transportation, Bike Florida, the Florida Bicycle Association, and the Adventure Cycling Association is leading the effort in Florida.

The goal of the designation is to provide a defined bicycling route for traveling cyclists along the Florida Gulf Coast. USBR 15 will eventually extend from near Rochester, NY on Lake Ontario to Homestead, Florida. USBR 15 is currently only in southern Georgia (92 miles from Fitzgerald, GA) and northern Florida from the Georgia line to Madison (14 miles). Designating the additional portion of USBR 15 will add nearly 500 miles to the route.

In Citrus County, the route is proposed to utilize a portion of the multi-use trail under construction from the North end of the Withlacoochee State Trail to the Dunnellon Trail. This section of the multi-use trail is owned by Citrus County, a resolution approving and endorsing the designation is required to move forward.

The proposed route for USBR 15 will provide a benefit to Citrus County and having the route mapped and signed will enhance promotion of bicycle tourism in the County.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

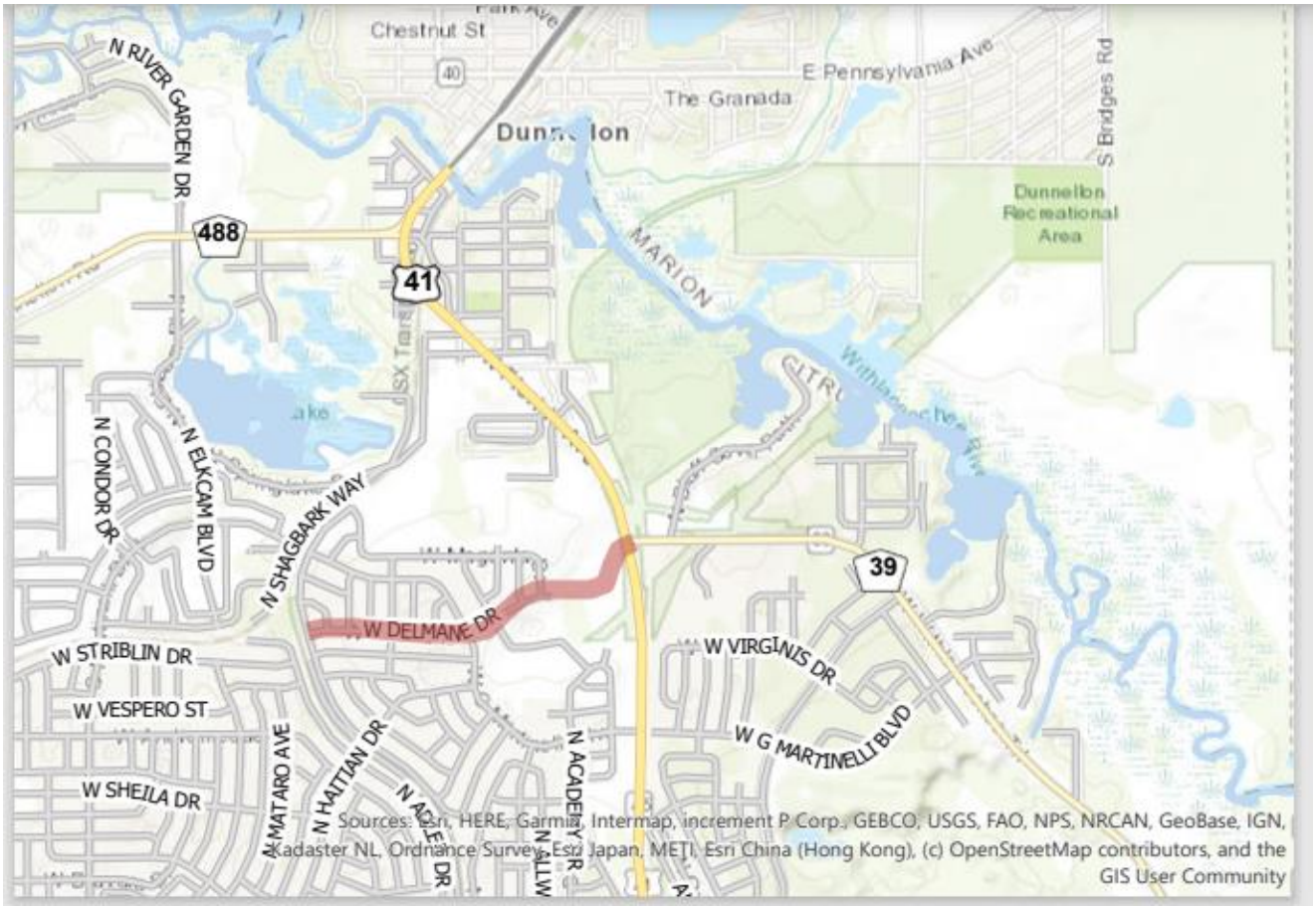
a. Authorize the Chairman to execute a resolution approving and supporting the development of USBR 15 through Citrus County utilizing the multi-use trail from the North end of the Withlacoochee State Trail to the South end of the Dunnellon Trail; and

b. Requests that Florida Department of Transportation (FDOT) take the necessary steps to have the route officially designated by AASHTO as soon as it can be achieved; and

c. Authorize the posting of signs within Citrus County right-of-way identifying the route through the county once the official designation has been made.

Exhibit A

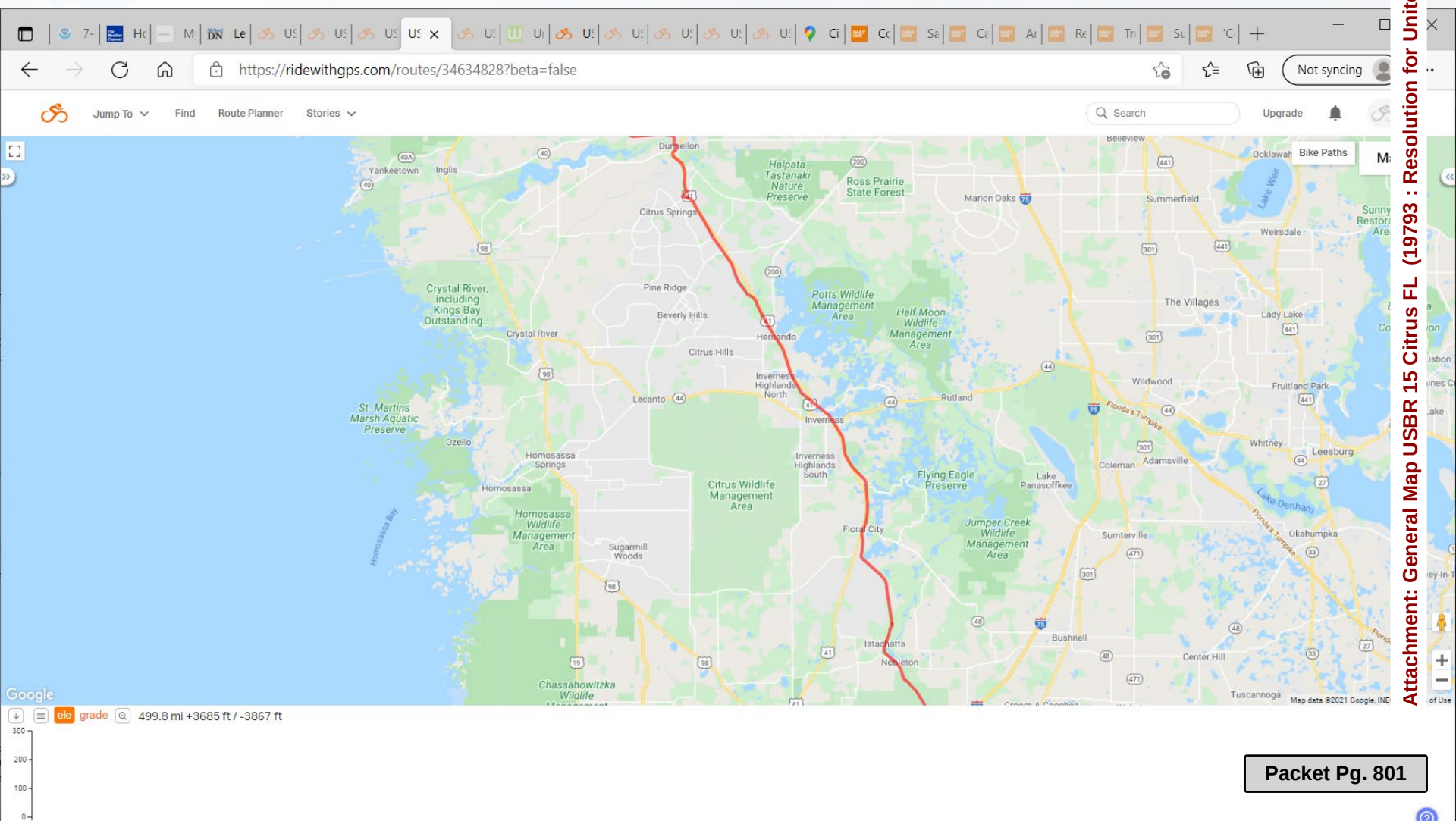
Portion of USBR 15 through Citrus County utilizing the multi-use trail from the North end of the Withlacoochee State Trail to the South end of the Dunnellon Trail



Attachment: Exhibit A (19793 : Resolution for United States Bike Route (USBR) 15)

USBR 15 in Citrus County

https://ridewithgps.com/routes/34634828



Attachment: General Map USBR 15 Citrus FL (19793 : Resolution for United States Bike

RESOLUTION -

A RESOLUTION BY CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, APPROVING AND ENDORSING UNITED STATES BICYCLE ROUTE 15 (USBR 15) THROUGH CITRUS COUNTY

WHEREAS, bicycle tourism is a growing industry in North America, contributing $47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Florida to be developed as United States Bicycle Route 15 (USBR 15), and

WHEREAS, the Adventure Cycling Association , Bike Florida, and the Florida Bicycle Association, with the cooperation of FDOT, have proposed a specific route to be designated as USBR 15 using the new multi-use trail from the North end of the Withlacoochee State Trail to the South end of the Dunnellon Trail in Citrus County as identified in "Exhibit A"; and

WHEREAS, the proposed route for USBR 15 comes through Citrus County and can therefore provide benefits to the county, and

WHEREAS, Citrus County, Florida, a political subdivision of the State of Florida ("Citrus County") has determined the proposed route to be suitable, and desires that the route be designated, mapped and signed thereby promoting bicycle tourism in Citrus County.

NOW THEREFORE, BE IT RESOLVED BY CITRUS COUNTY AS FOLLOWS:

1. Authorize the Chairman to execute the resolution approving the development of USBR 15 through Citrus County utilizing the multi-use trail from the North end of the Withlacoochee State Trail to the South end of the Dunnellon Trail; and
2. Requests that FDOT take the necessary steps to have the route officially designated by AASHTO as soon as it can be achieved; and
3. Authorizes the posting of signs within Citrus County right-of-way identifying the route through the county once the official designation has been made.

Duly assembled in regular session this day of 2022

CITRUS COUNTY, FLORIDA

Attest:

_____ _____

Ronald E. Kitchen, Jr.
Chairman, Board of County Commissioners

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY_____
County Attorney

DRAFT

Attachment: Draft Resolution - Bike Route for Citrus (19793 : Resolution for United States Bike Route (USBR) 15)

Building Bicycle Tourism with the U.S. Bicycle Route System

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

The U.S. Bicycle Route System

- Growing national network of numbered and signed bicycle routes
- Officially approved by state transportation agencies and AASHTO
- Coordinated by Adventure Cycling Association

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Adventure Cycling Association

- Non-Profit Mission: To inspire, empower, and connect people to travel by bike
  - 50K mile route network + maps + organized tours
  - Adventure Cyclist magazine
  - National advocacy
- 53,000 members
- Adventure Cycling Route Network provided a blueprint for the first U.S. Bicycle Routes
- Adventure Cycling is the technical support organization to AASHTO for the USBRS

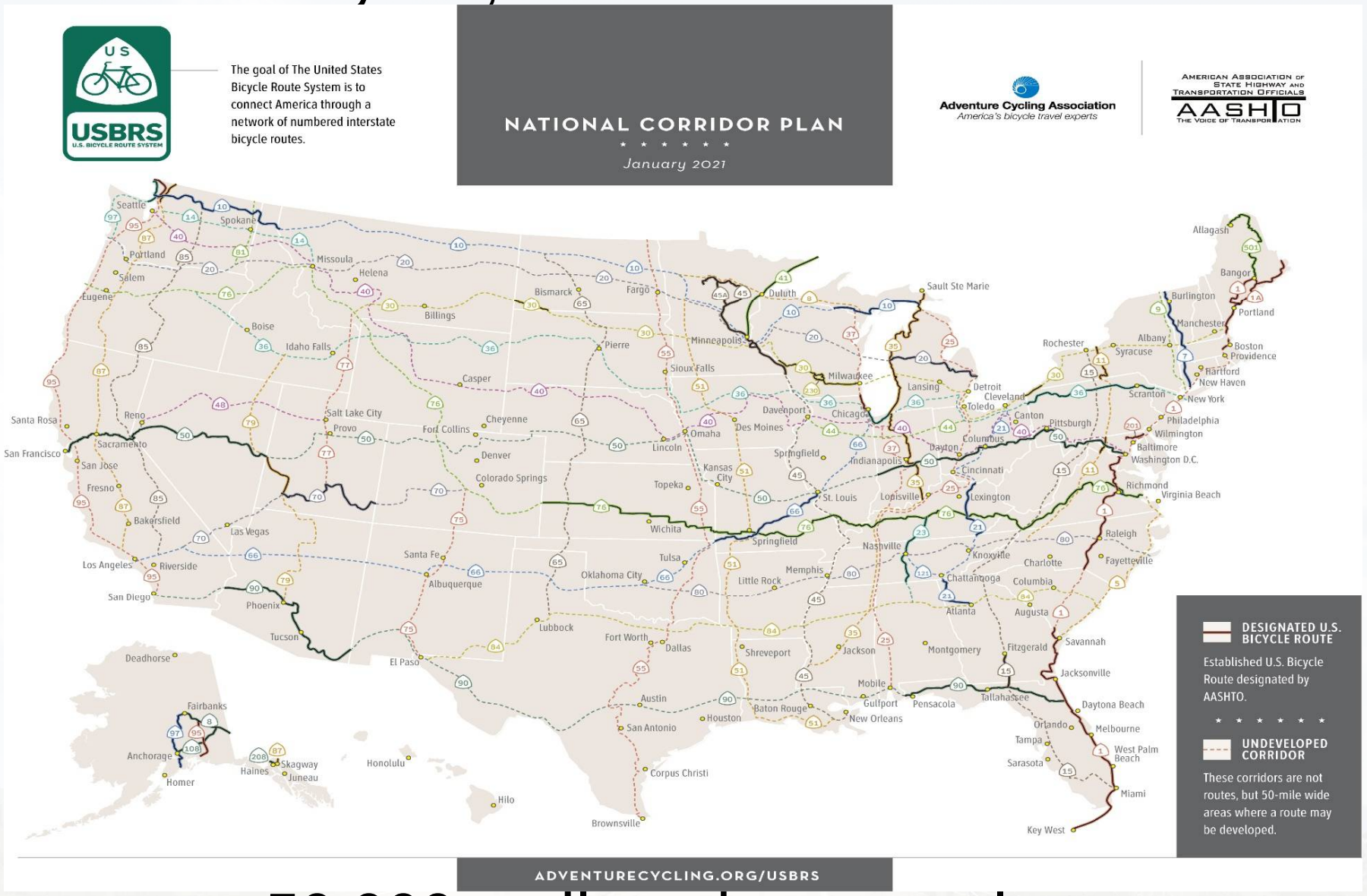
Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

The U.S. Bicycle Route System

- 1982: First routes designated
- 2004: Project restarted & task force created
- 2005: Adventure Cycling pledged staff support
- 2008: AASHTO approved process & corridor plan
- 2011: First new route designated since 1982

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Currently: 17,700 miles in 31 states + DC

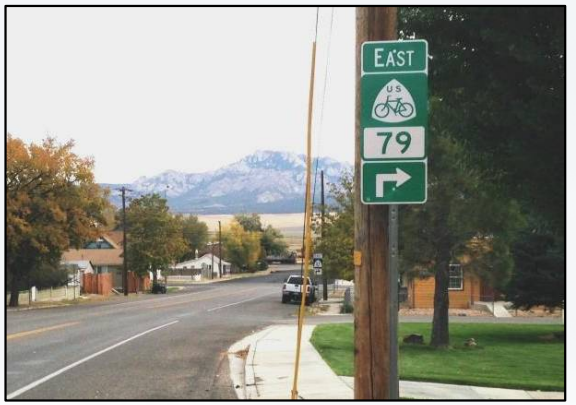


50,000+ miles when complete

Note: dashed lines just general guidance for where a route could be designated.

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Development of U.S. Bicycle Routes in FL



- USBR 1 & USBR 90
  - Designated in 2014, all on state highways
  - Currently realignment projects underway to move to quieter streets and roads
- USBR 15
  - North segment designated 2018, connects to USBR 15 in GA
  - 14 miles from Georgia to Madison, FL
  - Proposal to extend from Madison to Miami (496 additional miles)

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

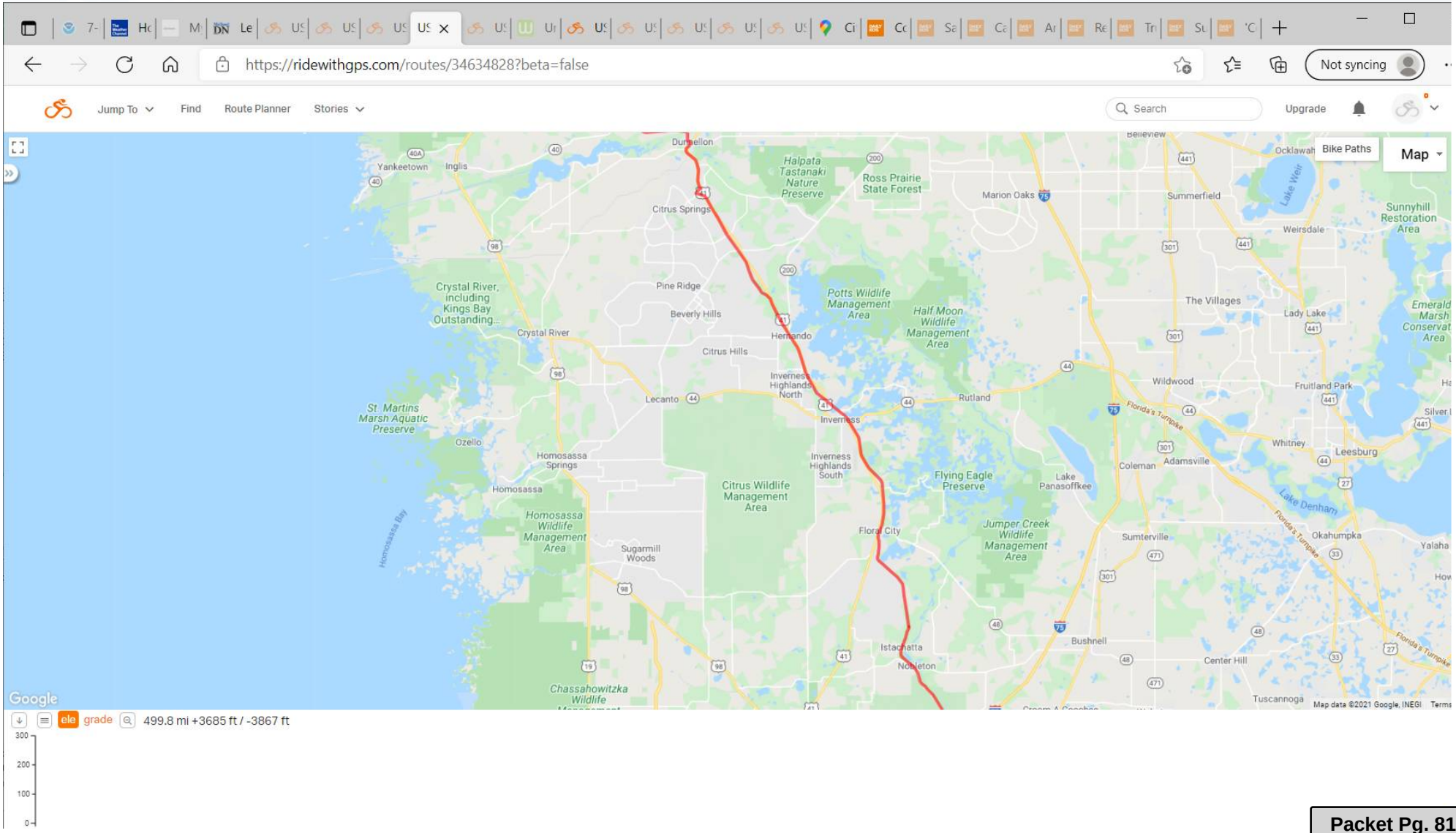
Jurisdictional support required

- 19 “road owners” for USBR 15 extension
- Resolution or letter of support to FDOT signifies support
- Adventure Cycling volunteers doing local agency outreach

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

USBR 15 in Citrus County

https://ridewithgps.com/routes/34634828



Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Proposed route in Citrus County

Route enters Citrus County on US 41 from Dunnellon

The route will use the new connector trail from US 41 at W. Withlacoochee Trail to the Withlacoochee State Trail and leaves the county on the trail.

The map does not reflect this because the new trail is not yet in Google Maps or OpenStreetMap. This is being addressed and the map will be updated. The map link will stay the same.

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Local route input expected

Local agencies have the final say so when they request a change to the route, it is accepted/negotiated.

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Benefits of the USBR designation

- Improved routes for bicycle travelers
- Positive health/environmental impacts
- Economic development via bicycle tourism for smaller communities

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

Kerry Irons

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800-755-2453 or 503 867-5726

Attachment: USBR 15 FL Citrus County (19793 : Resolution for United States Bike Route (USBR) 15)

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	Evaluation of County Administrator
AGENDA DATE:	**January 18, 2022**

BRIEF OVERVIEW:

Discussion and direction of evaluation for County Administrator, Section 6 of contract.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Discussion and direction of evaluation for County Administrator, Section 6 of contract.