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

AGENDA

April 12, 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

B.1. Board of County Commissioners - Special Meeting Attorney/Client Session - Mar 8, 2022 8:30 AM

B.2. Board of County Commissioners - Public Workshop - Mar 8, 2022 9:00 AM

B.3. Board of County Commissioners - Regular Meeting - Mar 8, 2022 1:00 PM

B.4. Board of County Commissioners - Public Workshop - Mar 22, 2022 8:30 AM

B.5. Board of County Commissioners - Regular Meeting - Mar 22, 2022 1:00 PM

Administration

Attorneys Office

Clerk

Community Services

Fire Services

B.6. Deletion of Surplus Property - Asset #53992

Approve deletion of the following item from the inventory of Fire Rescue, and the removal of the same item from the county's capital asset listing. Asset #53992 - Nor E Decon Shower System.

B.7. Donation of Surplus Property Asset #53756

Approve donation of the following item from the inventory of fire rescue to Homosassa Civic Club Inc. and the removal of same items from the county’s capital asset listing. Asset #53756 - Zoll

AED Plus Defibrillator

Human Resources

Management and Budget

Planning and Development

B.8. PLT-21-21 Ramikissoon Replat

a. Review and approve replat application PLT-21-21, Ramkissoon Replat.

b. Authorize the Chairman to execute the plat and direct the Clerk to record the plat in the public records of Citrus County Florida.

Public Works

B.9. 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.

B.10. Prescriptive Road Plat for Rainelle Avenue (Phase II)

Approve and authorize the Chairman to execute the Prescriptive Road Plat of Rainelle Avenue (Phase II) located in Section 15, Township 17 South, Range 17 East, pursuant to Chapter 95, Section 361(2), Florida Statutes, to gain prescriptive rights to the roadway and to direct the Clerk of Court to record the plat in the public records of Citrus County, Florida.

Systems Management

Visitors and Convention Bureau

Water Resources

Set Public Hearings Workshops

B.11. Set a Public Hearing on an Ordinance Pertaining to Towing

Set a public hearing on April 26, 2022 at 2:15 p.m. on an ordinance of Citrus County, Florida amending Section 98-2, Article II, Chapter 98, titled "Maximum Fees for Towing, Etc."; providing for severability; providing for inclusion into the code; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

B.12. Ordinance Amendment Relating to Beverly Hills MSBU Rates

Set a Public Hearing on May 10, 2022 at 1:31 p.m. on an ordinance of Citrus County, Florida, relating to an Ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled "authorizing special assessments on a per lot, per tract or per acre basis"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

B.13. Capital Improvement Program Presentation

Set the Capital Improvement Program Presentation for fiscal years 2023 - 2027 on Tuesday, April 26, 2022 at 2:00 p.m. at the Citrus County Courthouse, 110 N Apopka Avenue, Room 100, Inverness, FL.

C. PROCLAMATIONS

C.1. Proclamation National Volunteer Week

Approve and authorize the Board to execute a Proclamation declaring April 17th through April 23rd, 2022, as "National Volunteer Week" in Citrus County, Florida.

C.2. Proclamation National Volunteer Appreciation Week

Approve and authorize the Board to proclaim the week of April 17 - April 23, 2022, as National Volunteer Appreciation Week in Citrus County, Florida.

C.3. Proclamation Animal Control Officers Week

Approve and authorize the Board to proclaim the week of April 10 - April 16, 2022, as Animal Control Officers Week in Citrus County, Florida.

C.4. Proclamation National Public Safety Telecommunicators Week

Approve and authorize the Board to proclaim the week of April 10 - April 16, 2022, as National Public Safety Telecommunicators Week in Citrus County, Florida.

C.5. Proclamation Fair Housing Month of April

Approve and authorize the Board to Proclaim the month of April, 2022, as Fair Housing Month in Citrus County, Florida.

C.6. Proclamation "Trash to Treasure" Art Exhibition

Approve and authorize the Citrus County Board of County Commissioners to execute a Proclamation to recognize and encourage participation in the Citrus County “Trash to Treasure” art exhibition.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida, and Pave-Rite, Inc. to extend the final completion date to September 22, 2022.

b. ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MWM Lawn and Landscape, LLC, to provide routine mowing of County right-of-ways for District # 11.

c. ITB 22-043 Furnish Limerock Base Material; Crystal River Quarries, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Crystal River Quarries, Inc. to furnish lime rock base material for a period of three (3) years with an option to renew for three (3) additional one (1) year periods.

d. ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine Constructors, LLC.

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida, and Constantine Constructors, LLC to extend the final completion date to June 3, 2022.

e. RFQ 21-003 Amendment No 1; Elder Affairs and Older Americans In-Home Health Services, Ability Care Services, Inc.

Approve and Authorize the Chairman to execute Amendment No. 1

to the Agreement between Citrus County, Florida and Ability Care Services, Inc. to add Homemaker and Personal Care Services to their list of program services and modify the fee schedule to include the fees for these services.

f. RFQ 21-119 Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility; TOCOI Engineering, LLC

Approve and Authorize the Chairman to execute an Agreement between Citrus County, Florida and TOCOI Engineering, LLC to provide a design of a new County Animal Shelter facility when the signed Agreement is received from Consultant with approval from Risk Management and County Attorney offices.

g. RFQ 21-025 Citrus County Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mettler-Toledo, LLC to provide construction and services for the Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project.

E.2. Budget Transfers

Approve budget transfers for the State Attorney, Solid Waste (2), Utilities (2), CARES Act, Housing, Transit, Gas Tax, Emergency Medical Services, Aviation (2) and Visitors & Convention Bureau for fiscal year 2021-22.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/ adopting Old Homosassa Septic to Sewer, Small County Outreach Program Forest Ridge resurfacing project, Library Services Technology Act - Mobile Maker Space project grant budgets and Montezuma Waters Special Assessment budget for fiscal year 2021-22.

E.4. 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.5. Administrative Regulation 11.19 - Policy for installation of private traffic control devices for accredited private schools.

Approve and adopt Administrative Regulation Number 11.19 Policy and Procedures for installation of private traffic control devices for accredited private schools.

E.6. Accept conveyance of 35’ x 54' Metal Airport Hangar from Dan G. Montgomery, Inverness Airport (KINF)

a. Approve and authorize the Chairman to accept the conveyance of the newly constructed, 35’ x 54' Metal Aviation Hangar at the Inverness Airport (KINF), from Dan G. Montgomery via Absolute Bill of Sale per the terms stated in the attached Airport Ground Lease Agreement.

b. Authorize the Clerk to place acceptance stamp on the document, and record it in the Public Records of Citrus County, Florida.

E.7. Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms, LLC

a. Approve and authorize the Chairman to execute the attached Retention Pond Expansion and Maintenance Agreement.

b. Authorize the Clerk to place the acceptance stamp on the document and record it in the Public Records of Citrus County, Florida.

E.8. Declaration of County Owned Properties as Surplus

a. Approve the declaration of 9837 E. Gulf to Lake Hwy., Inverness, Gospel Island Fire Station; 7705 S. Florida Ave., Floral City, Floral City Fire/EMS; 9658 S. Pleasant Grove Rd., Inverness, Pleasant Grove Fire Station; 14300 W. Ozello Trl., Crystal River, Ozello Fire Station, as surplus and authorize Land Section to proceed with the sale of said properties pursuant to Florida Statute 125.35, Chapter 2, Article IV.I of the Citrus County Code and Administrative Regulation 8.03-2.

b. Authorize staff to earmark proceeds for the animal shelter unless any of said properties were purchased with designated or restricted revenue.

E.9. Section 8 Housing Choice Voucher Program Certification

Approve and authorize the Chairman to execute the HUD 50071 “Certification of Payments to Influence Federal Transactions” as required by HUD.

E.10. CoreCivic and the Government of the Virgin Islands

Approve and authorize the Chairman to sign the contract between the Government of the Virgin Islands (USVI), CoreCivic of Tennessee, LLC, and Citrus County, Florida to house inmates.

E.11. Florida Fish and Wildlife Conservation Commission Contract No. FWC21145

Approve and authorize the Chairman to execute the Florida Fish and Wildlife Conservation Commission contract No. FWC21145 for the purpose of aquatic plant control between Citrus County, Florida and the Florida Fish and Wildlife Conservation Commission to conduct work on eligible water bodies within Citrus County.

E.12. RESTORE Act - NW Quad Sewer Force Main (13-1) Subrecipient Agreement

Approve and authorize the Chairman to execute Gulf Consortium Sub recipient Agreement No. 22034131.01 pursuant to the RESTORE Act Spill Impact Component and the State of Florida State Expenditure Plan in the amount of $5,945,000.

E.13. County-wide Stormwater Utility Operations, Management and Assessments Proposal Letters

a. Authorize Chairman to execute the County-wide Stormwater Utility Operations and Management Assessments Proposal Letter from Nabors, Giblin & Nickerson for fiscal year 2022-23.

b. Authorize Chairman to execute the County-wide Stormwater Utility Management and Assessments Proposal Letter from Government Services Group for fiscal year 2022-23.

E.14. Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm

a. Authorize Chairman to accept the offer from Hamid Ashtari.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

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

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

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

the Public Record.

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Brian Kauffman/	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis	9/30/2022		Board decided to include this in preliminary budget Workshop in AM
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Brian Kauffman	3/15/2022		Waiting for Governor to take action
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.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	4/24/2022		Policy written
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration May 2022		PDC Meeting 4/21/2022
8.	2/22/2022	Issue RFP for Administrator Search	June Randall	3/22/2022	COMPLETED	
9.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	4/26/2022		April update on this Agenda
10.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman	5/24/2022		
11.	3/22/2022	Develop Timeline for Administrator Search	Randy Oliver	4/26/2022		
12.	3/22/2022	Establish a restricted account for 0.2 mil increase over the next 5 years to fund road resurfacing unless on alternative revenue sources is identified.	Randy Oliver/ Colleen Scott	4/12/2022		

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. CR 491 North Road Widening Project - Land Acquisition - Schlabach, Parcel 3010.

a. Approve and authorize the Chairman or designee to execute the Agreement with Jarey D. & Ruth Schlabach for Parcel 3010 within the CR 491 North Road Widening Project.

b. Approve and authorize the Chairman or designee to execute all related closing documents; approve and authorize payment of

related closing costs associated with this property acquisition.

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

d. Authorize the Clerk to place acceptance stamp on any documents upon receipt and record all documents in the Public Records of Citrus County, Florida.

G.2. Fund Balance

Approve and authorize the Chairman to execute a budget resolution to recognize the actual fund balance brought forward from September 30, 2021.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Presentation of Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting

Presentation of the awards for Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting to Citrus County for its Popular Annual Financial Report by The Honorable Ken Burke, CPA, Pinellas County Clerk of the Circuit Court and Comptroller.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Historic Resources Advisory Board - Announce Open Positions

Announce five (5) vacancies on the Historic Resources Advisory Board for an Architect, Archaeologist, Historian and two (2) at-large positions that will expire on January 31, 2024.

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

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

L.1. Solar FL 2018, LLC Request for Right of Way Utilization Permit

Receive presentation and then provide direction to Administration and staff.

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

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**, April 26, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **May 10, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **May 24, 2022 at 1:00 PM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Residential Road Resurfacing **Tuesday April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. *Workshop:* Airports & Infrastructure **Tuesday May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. *Workshop*: Debt Reduction to Capitol **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 8, 2022

Special Meeting Attorney/Client SessionCitrus County Courthouse **8:30 AM**

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

A. CALL TO ORDER

March 08, 2022 Citrus County Courthouse
The meeting was called to order at 8:30 AM

1. ***Invocation***
2. ***Pledge of Allegiance***
3. ***Roll Call***

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

Minutes Acceptance: Minutes of Mar 8, 2022 8:30 AM (Minutes)

B. OPEN TO THE PUBLIC

There were no public comments.

C. ANNOUNCE PURPOSE OF MEETING. THOSE PERSONS TO BE IN ATTENDANCE AT THE ATTORNEY/CLIENT SESSION ARE AS FOLLOWS:

Commissioner Ronald E. Kitchen, Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Holly L. Davis
Commissioner Jeff Kinnard D.C.
Commissioner Scott Carnahan
Charles R. Oliver, County Administrator
Dale A. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Rebecca Foster from Prestige Court Reporting

County Attorney Denise A. Dymond Lyn announced the purpose of the meeting.

D. COMMENCE ATTORNEY/CLIENT SESSION IN CASE STYLED DALLISE JEWETT AND ROBERT JEWETT V. CITRUS COUNTY, FLORIDA (CASE NO: 2018-CA-222).

E. CLOSE ATTORNEY/CLIENT SESSION/REOPEN MEETING

F. ADJOURN

The meeting was adjourned at 8:55 AM

Minutes Acceptance: Minutes of Mar 8, 2022 8:30 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 8, 2022

Public Workshop | **Citrus County Courthouse** | **9:00 AM**

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

A. CALL TO ORDER

March 08, 2022 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. ***Invocation***
2. ***Pledge of Allegiance***
3. ***Roll Call***

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

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Minutes)

B. WORKSHOP ATTAINABLE HOUSING, ACCESSORY DWELLING UNITS

B.1. Workshop- Attainable Housing, Accessory Dwelling Units

Discussion and presentation on Affordable Housing and Accessory Dwelling Units.

County Administrator Charles R. Oliver provided an overview and responded to questions from the Board.

Housing Services Director Michelle Alford provided the presentation and responded to questions from the Board.

Board discussion ensued with Mr. Oliver regarding Attainable Housing.

Consensus of the Board was to give staff direction to request the City of Inverness come to a meeting to discuss Attainable Housing and provide other options..

Board discussion continued with Mr. Oliver and County Attorney Denise A. Dymond Lyn regarding Accessory Dwelling Units.

Gaston Hall, representing the Citrus County Building Alliance responded to questions from the Board.

Growth Management Director Michael Sherman responded to questions from the Board, followed by Board discussion with Mr. Oliver regarding Attainable Housing.

C. OPEN TO THE PUBLIC

The following individuals addressed the Board: Gaston Hall, representing the Citrus County Building Alliance; and Bill Hunter.

County Attorney Denise A. Dymond Lyn and County Administrator Charles R. Oliver addressed the Board regarding Citrus County Land Development Code, followed by Board discussion with Ms. Lyn and Mr. Oliver.

Commissioners responded to comments from the public.

Consensus of the Board was to direct staff to schedule an agenda item to create a Stakeholders Group regarding Workforce Housing.

Commissioner discussion ensued regarding Attainable Housing.

D. UPCOMING MEETINGS

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

E. ADJOURN

The meeting was adjourned at 10:14 AM

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 8, 2022

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

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

A. CALL TO ORDER

March 08, 2022 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Jeff Kinnard, D.C. led the Invocation.

2. Pledge of Allegiance

Second Vice Chairman Holly Davis introduced U.S. Air Force Veteran Bud Osborne, who would lead the Pledge of Allegiance.

3. Roll Call

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

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

4. Approval of Agenda

Chairman Ronald E. Kitchen, Jr. requested no changes.

. Motion to approve the agenda.

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

. Following item A4

Chairman Ronald E. Kitchen, Jr. provided an announcement.

B. CONSENT

Motion to approve the Consent Agenda, items B1 through B11.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

Minutes

B.1. Board of County Commissioners - Special Meeting - Feb 8, 2022 9:00 AM

B.2. Board of County Commissioners - Public Workshop - Feb 8, 2022 10:00 AM

B.3. Board of County Commissioners - Regular Meeting - Feb 8, 2022 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

B.4. Clerk Records Disposition #1878

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1878 for the disposal of records that have met their assigned retention periods

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Community Services

No items.

Fire Services

B.5. Donation of Surplus Property Asset #53664

Approve donation of the following item from the inventory of fire rescue to The New Church without Walls of Inverness Florida Inc. and the removal of same items from the county's capital asset listing. Asset #53664 - Zoll AED Plus Defibrillator

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.6. PLT-22-01 ROLLIN W SUBDIVISION

a. Review and approve application PLT-22-01, Rollin W Subdivision.

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.

Public Works

B.7. Acknowledgement of Airport Hangar Lease Agreement(s)

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Doug Doty.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

B.8. Release of Lien

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

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

owner.

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

B.9. Connection Fee Installment Lien Agreement

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and/or Wastewater Utility Services and Denise L Gainer.

B.10. Release of Lien - Utility Write Off's

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 Alvin Sattler and Terry Lincoln.

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: Gay Ann Oakley

Set Public Hearings Workshops

No items.

C. PROCLAMATIONS

Motion to approve items C1 through 5.

Clerk's Note: Following this item the meeting was recessed in order to conduct a Special Library District Governing Board meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

1. Recognition of Mr. Kennedy Smith's Service on the Aviation Advisory Board

Present an honorary award to Mr. Kennedy Smith for his service on the Aviation Advisory Board.

2. 2022 March for Meals Proclamation

a. Approve and authorize the Board to execute a proclamation declaring the Month of March 2022, as "March for Meals Month" in Citrus County, Florida.

b. Presentation by the officers of the Friends of the Community Centers, Inc. of the annual donation of proceeds from “The Circle of Friends Gift Shop” to the Meals on Wheels Program for March For Meals Month.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

3. Proclamation - EPA Fix a Leak Week

Approve and authorize the Board to execute a proclamation declaring the week of March 14-20, 2022 as “Fix a Leak Week” in Citrus County, Florida.

4. Proclamation Irish American Heritage Month

Approve and authorize the Board to proclaim the month of March as Irish American Heritage Month

5. AmeriCorps Week

Approve and authorize the Board to execute a Proclamation declaring March 13 through March 19, 2022, as “AmeriCorps Week” in Citrus County, Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Dr. Paul John Reinhardt, Candidate for the State House of Representatives District 34; Rose Leonardis; Camilla Stevens; Marsha Barnum; Sally McDavid; representing Florida Forever Back Country Horseman; John Labriola; Tom Barnum; Bonnie Wilder; and Rohini DeSilva.

Commissioners responded to comments from the public.

County Administrator Charles R. Oliver announced the dates for the Library Advisory Board and County Attorney Denise A. Dymond Lyn addressed the Board.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through e.

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

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

Approve and authorize the Chairman to execute Master Agreement between Citrus County, Florida and AECOM Technical Services, Inc., to provide professional engineering services on an as needed basis utilized by all County departments.

b. 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 Mead and Hunt, Inc., between Citrus County, Florida and Wright-Pierce, Inc. and between Citrus County, Florida and Ardurra Group, Inc.. to provide continuing professional engineering services for water, wastewater and reclaimed water utility systems on an as needed basis.

c. RFQ 19-023 Amendment No. 1; Medical Director Services for Fire Rescue; W4P, LLC dba Hernando County Emergency Physicians

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Approve and Authorize the Chairman to execute the Amendment No. 1 to Agreement between Citrus County, Florida and W4P, LLC dba Hernando County Emergency Physicians to provide Medical Director Services for the Citrus County Fire Rescue through March 25, 2025.

d. ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource Recovery, Inc.

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Consolidated Resource Recovery, Inc. to amend the Agreement to modify the unit rates for the screening of yard waste.

e. SGS 22-017 Visitor Guide; Akers Media Group, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Akers Media Group, Inc. for the production of the Visit Citrus Magazine.

E.2. Budget Transfers

Approve budget transfers for Fire, Housing Services (2), Gas Tax, Parks and Recreation and Visitors & Convention Bureau for fiscal year 2021-22.

Motion to approve item E2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/ adopting Parks and Recreation CIP, Landfill Vehicle Trust budgets and Old Homosassa Phase V Septic to Sewer grant budget for fiscal year 2021-22.

Motion to approve item E3.

Resolution Number 2022-016

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.4. Citrus County Board & Committee Liaison Appointments

Appoint Commissioner Carnahan as the Alternate Member of the Canvassing Board in lieu of Commissioner Kinnard.

Motion to approve item E4.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

. Continued - Item 4

At the request of Commissioner Scott Carnahan, County Administrator Charles R. Oliver and the Board provided clarification regarding the dates of the Canvassing Board meetings.

E.5. Administrative Regulations - Purchasing Policy AR 9.01-19

Approve and adopt the following updated Administrative Regulation: AR 9.01-19 Purchasing Policy

Management and Budget Director Colleen Scott responded to questions from the Board.

Motion to approve item E5.

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

E.6. 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey 3521041.

a. Authorize and approve the Chairman to execute a resolution reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

b. Approve and authorize Chairman to execute the attached Release of Lien reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

c. Authorize the Clerk of the Board to record the documents in the Public Records of Citrus County, Florida.

Motion to approve item E6a, b, and c.

Resolution Number 2022-017

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.7. Agreement to Provide Additional Insured Status

Approve and Authorize the Chairman to execute the Agreement to Provide Additional Insured

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Status between OneBlood, Inc., and Citrus County, Florida to provide an additional insured endorsement to their insurance policy as a County requirement when conducting business on County property.

Motion to approve item E7.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.8. AssetWorks - Appraisals on County Properties and Buildings

Approve and Authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, to appraise County Properties and Buildings, in the amount of $33,660.

Motion to approve item E8.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.9. RESTORE Act - GrantSolutions Grantee User Account Request Form

a. Approve and authorize the Chairman to sign the Grantee User Account Request Forms as the Authorizing Official.

b. Approve submission of Grantee User Account Request Forms.

Motion to approve item E9a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.10. Retired Senior Volunteer Program Administrative Grant Application 2022-2025

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to AmeriCorps for the Retired Senior Volunteer Program grant 2022-2025.

b. Approve and authorize the Chairman to execute the “Designation of Signature Authority”. The 1st year funding for this grant is anticipated to be $90,855. The required match is $38,938 (cash match $32,560 is budgeted in FY22, In-kind contribution of $6,378).

Motion to approve item E10a and b.

Resolution Number 2022-018

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.11. Florida Department of Transportation State Block Grant

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Block Grant funding of $314,604 and the required County match of $314,604 which will be used to cover the local match requirement for the Federal Transportation Administration Sections 5307 and 5339 and Florida Department of Transportation Section 5311 funding.

Motion to approve item E11.

Resolution Number 2022-019

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

E.12. Florida Department of Transportation Section 5311 Rural Area Funding

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Section 5311 funding of $247,102 and the required county match of $247,102 which may be covered with the FDOT State Block Grant funding.

Motion to approve item E12.

Resolution Number 2022-020

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.13. FTA Fiscal Year 2022 Certifications & Assurances

a. Agree to the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances, and bind Citrus County's compliance with same.

b. Authorize the Chairman to sign the Affirmation of Applicant and Designation of signature authority.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

c. Authorize the County Attorney to sign the Affirmation of Applicant's Attorney,

Designation of signature authority, and PIN the Federal Transit Administration

Fiscal Year 2022 Certifications and Assurances in the Federal TrAMS System.

Motion to approve item E13a, b, and c.

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

E.14. The New Church Without Walls International, Inc. Lease Agreement – Gospel Island Fire Station

a. Discussion and consideration of a request from The New Church Without Walls International, Inc., a Florida Not for Profit Corporation, to lease of Gospel Island Fire Station with the exception of Bay #2, for the purpose of storing and distributing food for those in need.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from The New Church Without Walls International, Inc. to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year beginning April 9, 2022, through April 8, 2023.

Motion to approve item E14a, b, and c.

Prior to the vote, Chairman Ronald E. Kitchen, Jr. requested clarification from the County Administrator Charles R. Oliver.

Resolution Number 2022-023

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

E.15. FY 2022 Residential Resurfacing Program

Discuss options and provide direction on requested 60 day contract extension.

At the request of Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification.

Motion to approve item E15.

Prior to the vote, Mr. Oliver provided clarification to Commissioner Scott Carnahan and First Vice Chair Ruth Schlabach, followed by Board discussion.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Motion was amended to approve the sixty day contract extension.

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

E.16. Defensive Driving Training

a. Approve and authorize the Chairman to execute a Facilities Use Agreement between the School District of Citrus County and Citrus County, Florida for use of their driving facility located at the Lecanto High School Driving Range, at no charge to the County.

b. Approve and authorize the Chairman to execute a Defensive Driving Contract between Intercept Close Quarter Combat, Inc. and Citrus County, Florida for Defensive Driver Training which will begin on Monday, March 14, 2022 and conclude May 19, 2022, to train 400+ employees in the total amount of $19,200.

Motion to approve item E16a and b, subject to necessary insurance.

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

E.17. FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation

Approve and authorize the Chairman to execute the grant Certification and Assurances for funding assistance through the U.S. Department Office of Justice Programs, Bureau of Justice Assistance, FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG D) Local Solicitation in the amount of $30,198.

Motion to approve item E17.

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

E.18. Funds Bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter

Authorize the Chairman to execute a resolution authorizing the County Administrator to execute and submit Prudential Insurance Company Annuity Beneficiary Claim Form on behalf of Citrus County, Florida to receive funds bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter.

Motion to approve item E18.

Resolution Number 2022-021

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.19. Approve Classifcation and Compensation Study

Approve and authorize staff to issue an RFP/RFQ for a Wage and Compensation Study for the county exclusive of all non-public safety and EMS positions with the Budget Amendment to be considered when the contract award is made.

Motion to approve item E19.

Prior to the vote, First Vice Chair Ruthie Schlabach and Chairman Ronald E. Kitchen, Jr. commented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

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	Larry Brock/ Jim Sterling & Brian Kauffman	3/15/2022		Received one bid. Bidder proposes to pave 835 feet of trail for $1M. Recommend Board wait to determine if we receive approximately $10M from state and if so, restructure the approach.
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.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	3/22/2022		
7.	11/10/2021	Draft criteria on waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration April 2022		Scheduled to go to the PDC 3/17/2022

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

8.	1/18/2022	Authorization to advertise ordinance modifications for Ramp Fees	Mariselle Rodriguez	2/22/2022	COMPLETED	
9.	2/8/2022	Agenda Item on budget parameters for Constitutional Officers	Randy Oliver/ Colleen Scott	2/22/2022	COMPLETED	
10.	2/8/2022	Schedule Workshop on Northern Connector	Randy Oliver/ Denise Gallagher	2/22/2022	COMPLETED	
11.	2/22/2022	Schedule Workshop Special Library Meeting for Library Advisory Board.	Randy Oliver/ Denise Gallagher	2/22/2022	COMPLETED	
12.	2/22/2022	Issue RFP for Administrator Search	June Randall	3/8/2022		
13.	2/22/2022	Agenda Item to place Commissioner Carnahan on Canvassing Board.	Denise Gallagher	3/8/2022		
14.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	3/22/2022		

County Administrator Charles R. Oliver requested the deletion of items 8, 9, 10, and 11.

. **Motion to approve item F minus items 8, 9, 10, and 11.**

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

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

No items.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 p.m. Presentation by Premium Parking, LLC

Presentation by Premium Parking, LLC; collection of boat launch fee process and statistics.

County Administrator Charles R. Oliver introduced Charles Dummett from Premium Parking who provided the presentation and responded to questions from the Board.

H.2. 1:35pm Conduct A Public Hearing

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida amending Section 106-47, Article III, Chapter 106, titled "Definitions"; to amend Section 106-48, Article III, Chapter 106, titled "Imposition of Launch Fees"; providing for severability; providing for inclusion into the code; providing for modification that may arise from consideration at public hearing; and providing for an effective date.

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

County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record.

There were no public comments.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Motion to adopt the ordinance.

Ordinance Number 2022-A15

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

H.3. 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator and Consider Separation Agreement with County Administrator

It is important that all parties know and understand their roles in any organization. Only, with that understanding will an organization function at optimum efficiency. Consider Separation Agreement with the County Administrator.

Chairman Ronald E. Kitchen, Jr. provided the information.

Motion to reject the Separation Agreement and stay the course with pursuing the Request for Proposal (RFP) / Request for Quote (RFQ) for the headhunters as we left the last meeting.

County Administrator Charles R. Oliver responded to the Board, followed by Board discussion.

The following citizens commented: Clerk of Circuit Court and Comptroller Angela Vick; Deb Spence; Terry Morriston; Rena Murray; Kathy Gates; Margaret Hampton; and Rohini DeSilva.

Commissioners responded to comments from the public, followed by Board discussion.

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

H.4. 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 Funding

a. Conduct a public hearing as required by the Federal Transit Administration to obtain public input on the Program of Projects for Section 5307 funding.

b. Approve and authorize the Chairman or 1st Vice Chairman, respectively, to sign the Resolution authorizing the electronic submittal of an application for $250,554 in Section 5307 ARPA grant funding through the Federal Transit Administration's (FTA) Transit Award Management System (TrAMS) as shown on the Program of Projects and electronic execution and submittal of the related contract for $250,554 in grant funding for the Citrus County Transit System through the Federal Transit Administration Section 5307 ARPA grant and any amendments thereto, after review by the County Attorney.

County Administrator Charles R. Oliver provided the recommendation.

There were no public comments.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Motion to approve item H4b.

Resolution Number 2022-022

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

H.5. 1:50 Public Hearing - Manatee Protection Zones Ordinance

a. Conduct a public hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; amending Chapter 64, Article I, Section 64-7 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, adopt and authorize the Chairman to execute the ordinance.

County Administrator Charles R. Oliver provided the recommendation and County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record.

The following citizens commented: Chris DiCamillo; Steve Minguy, President of the Homosassa River Restoration Project; Rena Murray; Rodney MacRae; Alanda McCarty; and Ronnie McGriff.

Motion to accept H5, the amendments to the Manatee Protection Zones Ordinance.

Ordinance Number 2022-A16

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

H.6. 2:00 PM BOCC Facilities Project Management Audit

Upon Board acceptance, Facilities Project Management Report will be available on the Clerk of the Circuit Court and Comptroller website, under the Internal Audit web page.

Clerk of Circuit Court and Comptroller Angela Vick provided the presentation and recognized Management and Budget Director Colleen Scott and the staff.

Chairman Ronald E. Kitchen, Jr. addressed the Clerk, and County Administrator Charles R. Oliver commented.

. Following Item H6

Board discussion with County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn regarding the Library Advisory Board timeline and procedures.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

I.1. Nominate & Appoint Water & Wastewater Authority Board

Nominate and appoint two (2) individuals to the Water and Wastewater Authority Board as Technical members for a four (4) year term that begins February 1, 2022 and ends January 31, 2026.

Motion to nominate and appoint William R. Ries and to extend reappointment to Bob Rutemiller to the Water and Wastewater Authority Board as technical members.

Prior to the vote, Chairman Ronald E. Kitchen, Jr. commented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Jeff Kinnard, D.C. discussed the Hernando/Citrus Metropolitan Planning Organization (MPO) Board meeting.

Second Vice Chair Holly Davis shared information from the Value Adjustment Board (VAB) and Citrus County Community Charitable Foundation (CCCCF) Board meetings.

First Vice Chair Ruthie Schlabach stated that she attended the Hernando/Citrus Metropolitan Planning Organization (MPO) and she announced the Veterans Advisory Board will be held on Thursday, March 10, 2022.

Commissioner Scott Carnahan announced the Springs Steering Committee meeting will be held tomorrow, March 9, 2022.

Chairman Ronald E. Kitchen, Jr. announced that Monday he will attend the Tampa Bay Regional Planning Council meeting.

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

No items.

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

L.1. Request FDOT/MPO Study the Need for a Signal at the Corner of Gospel Island Rd. and SR 44

Direct staff to send a letter to FDOT/MPO to study the need for a signal at this location and if warranted proceed to obtain funding through FDOT for installation of same.

Commissioner Jeff Kinnard, D.C. provided the recommendation.

Motion to send a letter to the Hernando/Citrus Metropolitan Planning Organization (MPO) to request a Florida Department of Transportation (FDOT) Safety Study.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

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

. Following Item L

Second Vice Chair Holly Davis requested clarification from Commissioner Jeff Kinnard, D.C. regarding recommendation for item L1.

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

M.1. Discuss Employee Survey and Provide Direction as Appropriate

Provide Direction

Second Vice Chair Holly Davis provided the recommendation, followed by Board discussion.

Motion to direct the County Administrator, Mr. Oliver, to come back with a plan of what we are going to do with the Employee Survey to make sure that we are listening to the staff.

Prior to the vote, Board discussion continued.

RESULT:	**DEFEATED [2 TO 3]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Schlabach, Davis
NAYS:	Kitchen Jr., Kinnard D.C., Carnahan

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

N.1. Direct Administrator to Apply for an FAA Grant for the Inverness Airport

Provide Direction on Seeking Grant

First Vice Chair Ruthie Schlabach provided the recommendation.

Andrew Chan with Right Rudder Aviation provided the grant application process and responded to questions from the Board, followed by Board discussion with the County Administrator Charles R. Oliver and Mr. Chan.

Motion to approve up to $5000 for Mr. Mohsen to prepare this form.

Motion was withdrawn by First Vice Chair Ruthie Schlabach and Second Vice Chair Holly Davis.

Motion to approve the Fixed Base Operator (FBO) to prepare the Grant Form.

Board discussion ensued with Mr. Oliver and County Attorney Denise A. Dymond Lyn.

Motion was amended to add: Authorize the County Administrator to sign the form after it is prepared by the FBO.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Prior to the vote, Board discussion continued followed by comments from Second Vice Chair Holly Davis.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

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

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Stavros Family Revocable Trust

Informational only.

County Attorney Denise A. Dymond Lyn provided the information, followed by Board discussion with Ms. Lyn.

First Vice Chair Ruthie Schlabach requested clarification from Ms. Lyn and provided direction to staff to bring back on the next agenda to discuss earmarking the money from items P1 and E18 towards a new animal shelter.

Q. OPEN TO THE PUBLIC

There were no public comments.

R. UPCOMING MEETINGS

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

2. Regular Meeting: **April 12, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **April 26,** 2022 at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Infrastructure & Growth **Tuesday March 22, 2022, at 8:30AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. *Workshop*: Communications **Tuesday April 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. *Workshop*: Residential Road Resurfacing **Tuesday April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

4. *Workshop:* Airports & Infrastructure **Tuesday May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

5. *Workshop*: Debt Reduction to Capitol **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Apopka Avenue, Inverness, FL 34450
6. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
8. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
9. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC

a. Conduct a public hearing on March 8, 2022, at 5:01 pm to review and discuss CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

b. If approved, adopt and authorize staff to transmit the application to the Department of Economic Opportunity (DEO) and other State agencies.

Land Development Director Joanna Coutu provided an overview of the process.
Attorney Clark Stillwell overviewed the applicant information and transmittal process.

Chuck Pigeon, with Pigeon-Ardurra, LLC provided the applicant presentation.

Second Vice Chair Holly Davis commented.

Mr. Stillwell addressed the Board on behalf of Avis Marie Craig, followed by Board discussion with Mr. Stillwell and County Administrator Charles R. Oliver.

Ms. Coutu responded to questions from the Board and provided the staff presentation.

There were no citizen comments.
Based on confident and substantial evidence, motion to approve CPA/AA/PUD-22-01 and adopt and authorize staff to transmit the application to the Department of Economic Opportunity and other State agencies.

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

T.2. 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL

a. Conduct a public hearing on March 8, 2022, at 5:05 pm to review and discuss CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL and direct the Clerk to execute the ordinances.

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

Land Development Director Joanna Coutu provided an announcement.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications and read the proposed ordinance titles into the record.

Ms. Coutu provided the staff presentation.

There were no citizen comments.

Based on confident and substantial evidence, motion to approve CPA/AA-21-13 and adopt and authorize the Chairman to execute the ordinances.

Ordinance Numbers 2022-A17 and 2022-A18

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

U. ADJOURN

The meeting was adjourned at 5:58 PM

Minutes Acceptance: Minutes of Mar 8, 2022 1:00 PM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 22, 2022

Public Workshop | **Citrus County Courthouse** | **8:30 AM**

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

A. CALL TO ORDER

March 22, 2022 Citrus County Courthouse
The meeting was called to order at 8:30 AM

1. ***Invocation***
2. ***Pledge of Allegiance***
3. ***Roll Call***

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
Holly L. Davis	2nd Vice Chair, District 5	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	8:33 AM
Scott Carnahan	Commissioner, District 4	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Novinger	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Mar 22, 2022 8:30 AM (Minutes)

B. WORKSHOP INFRASTRUCTURE AND GROWTH

B.1. Workshop Infrastructure and Growth

Presentation on Roads, Bridges and CIP (Capital Improvement Plan)

County Administrator Charles R. Oliver provided an overview, Engineering Director Brian Kauffman provided the presentation, and Mr. Oliver and Mr. Kauffman responded to questions from the Board.

Board discussion ensued with Mr. Oliver.

Clerk's Note: Commissioner Jeff Kinnard, D.C. arrived and Second Vice Chair Holly Davis departed during this item.

C. OPEN TO THE PUBLIC

The following citizens addressed the Board: Gaston Hall, representing Citrus County Building Alliance; and Bill Hunter, speaking on behalf of Pine Ridge.

D. UPCOMING MEETINGS

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

2. Special Library District Governing Board Regular Meeting: **March 22, 2022 at 1:15 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

Workshop: Communications **April 12, 2022 at 9:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

F. ADJOURN

The meeting was adjourned at 9:48 AM

Minutes Acceptance: Minutes of Mar 22, 2022 8:30 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 22, 2022

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

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

A. CALL TO ORDER

March 22, 2022 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

County Attorney Denise A. Dymond Lyn led the Invocation.

2. Pledge of Allegiance

County Attorney Denise A. Dymond Lyn led the Pledge of Allegiance.

3. Roll Call

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

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

4. Approval of Agenda

Chairman Ronald E. Kitchen, Jr. requested the addition of items C4 and E23 and the deletion of items H1 and E13.

Clerk's Note: County Administrator Charles R. Oliver stated that item E13 should be item E16.

. **Motion to approve the agenda with the addition of items C4 and E23 and the deletion of items H1 and E16.**

Prior to the vote, Second Vice Chair Holly Davis requested further information regarding item G2 from County Administrator Charles R. Oliver.

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

. **Following item A4**

Chairman Ronald E. Kitchen, Jr. provided an explanation on the order of the agenda.

B. CONSENT

Motion to approve the Consent Agenda, in its entirety.

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

Minutes

B.1. Board of County Commissioners - Regular Meeting - Feb 22, 2022 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

B.2. Clerk Records Disposition 1887

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1887 for the disposal of records that have met their assigned retention periods.

B.3. Release of Special Assessments

Approve and authorize the Chairman to execute Releases of Lien for Special Assessments by and between Citrus County and certain property owners Montezuma Waste Water, Chassahowitzka Water, Chassahowitzka Sewer, 2008 Citrus Springs Waterline Extensions, 2009 Citrus Springs Waterline Extensions special assessment district.

B.4. County Warrants

Accept the attached check registers outlining the County warrants.

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

No items.

Public Works

No items.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

No items.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

Set Public Hearings Workshops

No items.

C. PROCLAMATIONS

Motion to approve the Proclamations, items C1 through C4.

Clerk's Note: Meeting was recessed following this item.

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

1. Proclamation American Red Cross Month

Approve and authorize the Board to proclaim the month of March, 2022 as Red Cross Month in Citrus County, Florida.

2. Proclamation - National Library Week

Approve and authorize the Board to execute a proclamation declaring April 3 through April 9, 2022, as “National Library Week” in Citrus County.

3. April is Water Conservation Month

Approve and authorize the Board to execute a Proclamation declaring April 2022 as Water Conservation Month in Citrus County.

4. Proclamation Kieran Boyle Day *- Item received after the agenda was published.*

Approve and authorize the Board to proclaim March 11, 1022 as “Kieran Boyle Day” in Citrus County, Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Ryan Asmus, with the Florida Department of Transportation in Lake City, Florida; Daniel Lillard; Rena Murray; Tyara Otto; Deborah Spence; Margaret Hampton; Margaret Mardis; Michael Nappi; Phil Cote; Patty Kendrick; Bobbi Beswick; Rohini DeSilva; John Labriola; Marianne Parker; and Barbara Lord.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through o.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

a. RFQ 21-029 Work Authorization; Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment; Aptim Environmental & Infrastructure, LLC

Approve and Authorize the Chairman to execute the Work Authorization Between Citrus County Florida and Aptim Environmental & Infrastructure, LLC to provide continued onsite evaluation and assessment a the Citrus County Fire Training Center

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

Approve and authorize the Chairman to execute Master Agreement between Citrus County, Florida and Hanson Professional Services, Inc., to provide professional engineering services on an as needed basis utilized by all County departments.

c. ITB 20-025, Amendment No. 1; Mowing Right of Way Districts 1-7, 8A & 13; Gilmer Lawn Service, Inc. & MWM Lawn and Landscape, LLC

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and MWM Lawn and Landscape LLC and Amendment No 1 to the Agreement between Citrus County, Florida and Gilmer Lawn Service, Inc. to provide routine finish mowing and litter pickup of County Right-of-Ways throughout Citrus County through May 11, 2023.

d. ITB 22-045, Asphaltic Concrete for Surface/ Leveling Cources Including Sand Seal Coat; Pave-Rite, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pave-Rite, Inc to furnish and place asphaltic concrete and bituminous sand seal coating that meets the Florida Department of Transportation Specifications throughout sections of Citrus County roadways.

e. ITB 22-033 Fire Protection System Testing and Repair Services; Piper Fire Protection, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Piper Fire Protection, Inc. to provide repair services, system upgrades and install new systems for our Fire Protection Systems throughout the County on an as needed basis for a term of three (3) years with an option to renew for two (2) additional one-year periods

f. ITB 22-030 Mowing/Trimming of Curbed Roadways/Medians with Litter Pickup

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MWM Lawn & Landscape, LLC to provide mowing of curbed roadways/ medians and litter pickup.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Gamco Properties III, Inc., to provide mowing of curbed roadways/medians

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

and litter pickup.

g. ITB 22-042, Asphalt Concrete Mix Type SP-9.5 and Type SP-12.5 also Liquid Emulsified Asphalt Grades SS-1 and AE-90 or Comparable; Central Materials Company, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Central Materials Company, Inc. to furnish asphalt concrete mix and liquid emulsion for the maintenance of County roadways.

h. QTE 22-046 Bicentennial Park Pool- Chemicals and Equipment; Aqua Triangle I Corporation dba Triangle Pool Service

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Aqua Triangle I Corporation dba Triangle Pool Service to provide pool chemicals and equipment to the Bicentennial Park Pool for a period of one-year with an option to renew for three additional one-year renewals.

i. QTE 19-037 Amendment No. 2; Mowing of the Cemeteries & Clerks Annex ; N&B Cleanout & Lawn Mowing Services, LLC

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida, and N & B Clean Out & Lawn Mowing Services, LLC to provide mowing at the County Cemeteries and Clerk of Court Annex Building through March 25, 2023.

j. QTE 19-053 Amendment No. 2; Landscaping Services at the Central Ridge Community Center and Central Ridge Community pool/Park; N&B Cleanout and Lawn Mowing Services, LLC

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and N & B Cleanout and Lawn Mowing Services LLC to extend the Agreement until July 21, 2022.

k. PB 21-127 Amendment No. 2; RTQ-01593 Backfile Conversion & Scanning Services; Image-One Corporation

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida, and Image One Corporation to include converting building permits and plans held on microfilm into digital images for Growth Management, Building Division at a cost of $173,852.

l. PB 19-032 Sourcewell RFP #040621, Bulk Solid Waste and Recycling Equipment; Petersen Industries, Inc,

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Petersen Industries, Inc. for the purchase of Solid Waste and Recycling Equipment.

m. PB 22-070 FSA20-EQU-18.0 Purchase of two Volvo L110H Wheel Loaders; Alta Equipment Co.

a. Approve and Authorize the Purchase of two Volvo L110H Wheel Loaders with the approval of the insurance certificate from Risk Management and approval of final documents from the County Attorney's office.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

b. Approve and Authorize the Chairman to execute the Buy-Back Agreement between Citrus County, Florida and Alta Equipment Company.

c. Approve and Authorize the Chairman to execute the Total Maintenance & Repair Agreement when received from Alta Equipment Company with requested County Changes have been completed with approval from County Attorneys office.

n. LOI 21-067 Amendment No. 1; Letter of Interest for Code Compliance Special Master & Alternate Special Master Services; Christian W. Waugh, Waugh Grant, PllC Special Master and CPLS, PA, Alternate Special Master

a. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Christian W. Waugh, Waugh Grant, PLLC to provide services as the Code Compliance Special Master through April 12, 2023.

b. Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and CPLS, PA to provide services as the Code Compliance Alternate Special Master through May 3, 2023.

o. BW 22-069 Emergency Bid Waiver Repair of the 850L Dozier used at the Landfill; Beard Equipment Co.

a. Approve and authorize the emergency repair of the 850L Dozer at the Landfill as a non-conforming purchase.

b. Ratify the payment in the amount of $36,020.78 to Beard Equipment Company.

E.2. Budget Transfers

Approve budget transfers for Utilities (4) for fiscal year 2021-22.

Motion to approve item E2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/ amending various Small County Outreach Programs, State Housing Initiative Partnership, Florida Economic Community Development Block grant, Older American's Act Title III B, Older American's Act Title III C-1, Older American's Act Title III C-2, Older American's Act Title III E, Alzheimer's Disease Initiative and Community Care for the Elderly grant budgets for fiscal year 2021-22.

Motion to approve item E3.

Resolution Number 2022-024

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.4. Waste Disposal Account Agreement for Waste Pro of Florida, Inc.

a. Approve and authorize the Chairman to execute a Waste Disposal Account Agreement between Citrus County and Waste Pro of Florida, Inc., for disposal fees up to $120,000.00 and accept Security Bond No. EACX4018551 to be made part of the new Waste Pro Disposal Account Agreement dated March 22, 2022.

b. Approve termination of the existing Waste Disposal Account Agreement with Waste Pro of Florida, Inc., dated May 11, 2021, and the release of United States Fire Insurance Company Security Bond No. 6213004047.

Motion to approve item E4a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.5. Ferrovial Services Infrastructure, Inc. Security Bond Continuation for Bond No. K40347628

Authorize Chairman to accept Continuation Certificate for Federal Insurance Company Security Bond No. K40347628 extending the period to April 13, 2023, and to be made a part of Ferrovial Services Infrastructure, Inc, Waste Disposal Account Agreement dated June 8th, 2020.

Motion to approve item E5.

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

E.6. Citrus County Forfeiture Fund Request

Provide staff direction regarding funding in the amount of $5,000 for the Boys and Girls Clubs of Citrus County. Approve budget transfer.

Motion to approve item E6.

Prior to the vote, Chairman Ronald E. Kitchen, Jr. requested clarification from County Administrator Charles R. Oliver and Management and Budget Director Colleen Scott.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.7. Develop Disc Golf Course - Central Ridge District Park

a. Approve and authorize the partnership between Citrus County and volunteers to design and build an 18-hole disc golf course at Central Ridge District Park.

b. Accept the donation of course design and 18 baskets at a value of $7,200.00.

c. Approve and authorize the County to provide labor, equipment, and materials to assist in the development of the course at an estimated value of $7,573.30.

Motion to approve item E7a, b, and c.

Prior to the vote, Michael Barnett addressed the Board.

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

E.8. Veteran's Village of Citrus County – Proposed Eighth Modification to Memorandum of Understanding

Staff is requesting direction from the Board to:

a. Prepare modification number 8 to the Memorandum of Understanding granting the Village a one (1) year extension to obtain written financial commitments, which identifies all funding for the project; and

b. Expand the proposed lease area from the current 5.5 acres mol, to approximately 8.10 acres, mol, to fit the conceptual building plan.

Commissioner Jeff Kinnard, D.C. commented.

Motion to approve item E8a and b.

Prior to the vote, First Vice Chair Ruthie Schlabach requested clarification from County Administrator Charles R. Oliver.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

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

. Continued item E8

County Administrator Charles R. Oliver requested clarification regarding item E8 from Dr. William Dixon and Dr. Dixon responded to questions from the Board.

E.9. Water Resources – Accept Temporary Construction Easement & Perpetual Utility and Access Easement from Robert J. Carlson.

a. Approve and authorize the Chairman to accept a Temporary Construction Easement from Robert J. Carlson.

b. Authorize Clerk to place acceptance stamp on the Temporary Construction Easement and record in the Public Records of Citrus County, Florida.

c. Approve and authorize the Chairman to accept the donation of a Perpetual Utility and Access Easement centered on the constructed pipe location from Robert J. Carlson after completion of construction.

d. Authorize Clerk to place acceptance stamp on a subsequent Perpetual Utility and Access Easement upon receipt and record in the Public Records of Citrus County, Florida

Motion to approve item E9a, b, c, and d.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.10. Memorandum of Understanding Electronic Badge Access to School District Facilities

Approve and authorize the Chairman to execute a Memorandum of Understanding between The School Board of Citrus County, Florida and Mike Prendergast, Sheriff of Citrus County, Florida; and Citrus County, Florida regarding electronic badge access to school district facilities.

Motion to approve item E10.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.11. FAA FY 2022 Grant Application for Crystal River Airport

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

a. Approve and Authorize the Chairman to sign the FAA grant application and cover letter for the Environmental Assessment for Wetlands Removal South of RW 9-27 at the Crystal River Airport.

b. Authorize the Chairman to execute the FAA grant agreement once received and reviewed by the County Attorney.

Motion to approve item E11a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.12. MFAAA/Elder Options Older American's Act Grant Application for Funding Year 2023

Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding, execution of resulting contract, amendments and necessary documents for the Mid Florida Area Agency on Aging dba Elder Options Older American's Act Title IIIB, IIIC1, IIIC2, and IIIE Programs for the period effective January1, 2023 through December 31, 2023.

Funding is allocated at $741,778. The required cash match is $82,419(Cash of $50,500 to be budgeted in FY 23, and $31,919 In-Kind).

Motion to approve item E12.

Resolution Number 2022-025

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.13. MFAAA/Elder Options (CCE, ADI, HCE, LSP) Grant Application for funding year 2022-2024

Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding, execution of resulting contract, amendments and necessary documents for the Mid Florida Area Agency on Aging dba Elder Options General Revenue Programs, Alzheimer's Disease Initiative Program, Community Care for the Elderly Program, Home Care for the Elderly Program, and Local Services Provider for the period effective July 1, 2022 through June 30, 2024.

Funding is allocated at $903,995 The required cash match for Community Care for the Elderly is $64,561(Cash of $37,500.00 budgeted in FY 22, and $27,061 In-Kind).

Motion to approve item E13.

Resolution Number 2022-026

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

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

E.14. DOT FY2022 National Infrastructure Investments - RAISE Grant Funding

a. Approve and authorize the Chairman or 1st Vice Chairman, respectively, to sign the Resolution authorizing the electronic submittal of up to three applications for a total of $25,000,000 in RAISE grant funding through the US Department of Transportation and electronic execution and submittal of the related contracts for up to $25,000,000 in grant funding and any amendments thereto, after review by the County Attorney.

b. Approve and authorize the Chairman or 1st Vice Chairman, respectively, to grant Signature Authority to the Director of the Management and Budget Department to electronically submit the grant application, resulting contract, amendments, assurances and certifications as required to obtain funding from the Department of Transportation, after review by the County Attorney.

Motion to approve item E14a and b.

Resolution Number 2022-027

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

E.15. SRTS Ph II Forest Ridge Blvd from W. Lake Beverly Dr to W. Colbert Ct

Board Discussion to address the construction funding shortfall.

Commissioner Jeff Kinnard, D.C. commented, followed by Board discussion with County Administrator Charles R. Oliver.

Motion to commit to covering the shortfall of $1.229 million out of the Duke Special Funds money over the next 3 budget cycles, equally divided, in the meantime we will seek out any federal grant money that could possibly be out there to reduce what is required to come out of that Duke money.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.16. Settlement of Claim No: 790120 *- This item was pulled during the meeting.*

Approve and authorize the General Release and Hold Harmless Agreement (hereinafter Settlement Agreement between Citrus County, Florida and Karen Strouse, as full and final settlement to include all attorney's fees and costs of Claim No: 790120, in the amount of $35,000.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

E.17. Approve and authorize the Chairman in coordination with the Citrus County Sheriff's Office to make application and submission to the Department of Management Services E911 State Grant Program.

The Sheriff's office is requesting to apply for a grant from the E911 State Grant Program to replace the Viper System (911) and with a new platform Vesta, next generation 911 compliant product subject to 100% grant funding.

Motion to approve item E17.

Prior to the vote, Citrus County Sheriff's Office Captain Casola addressed the Board.

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

E.18. Travel approval for conference in Toronto for John Pricher and Terry Natwick

Approval of travel for John Pricher and Terry Natwick to Toronto for events connected to Destinations International's annual conference.

Motion to approve item E18.

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

E.19. Medium Equipment Operator Position

a. Approve the transfer of Light Equipment Operators to Medium Equipment Operators.

b. Approve employee reimbursement to the County for CDL costs if the employee voluntarily separates from the County within one year of certification. Reimbursement will be based on a pro rata share of training/exam costs funded by the County.

Motion to approve item E19a and b.

At the request of First Vice Chair Ruthie Schlabach, County Administrator Charles R. Oliver provided clarification.

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

E.20. Reclassification of Plans Examiner III

Approve the re-structure and reclassification of the Plans Examiner positions.

Motion to approve item E20.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

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

E.21. CoreCivic Contract Monitoring Update for February 2022

Concur with recommended action of a non-performance assessment of $35,000 against CoreCivic's February payment.

Motion to approve item E21, concurring with the recommended action of a non-performance assessment of $35,000 against CoreCivic's February payment.

Prior to the vote, Carlos Melendez, with CoreCivic addressed the Board.

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

E.22. Approve Sponsorship of Additional Strategic Planning Ads in the Chronicle

Approve additional spend of $780 for advertising with the Chronicle to enhance participation in the strategic planning sessions.

Motion to approve item E22.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.23. Insurance - Defensive Driving Contract *- Item received after the agenda was published.*

Approve and authorize the Chairman to execute the Defensive Driving Contract between Intercept Close Quarter Combat, Inc., and Citrus County, Florida and to accept the Professional Liability Insurance and all other terms and conditions shall remain.

Motion to approve item E23.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Brian Kauffman/	Ongoing		

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis			To be considered as part of the budget process
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Brian Kauffman	3/15/2022		Waiting for potential State Appropriation
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.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	4/12/2022		
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration April 2022		Scheduled to go to the PDC 3/17/2022
8.	2/22/2022	Issue RFP for Administrator Search	June Randall	3/22/2022		On this Agenda
9.	2/22/2022	Agenda Item to place Commissioner Carnahan on Canvassing Board.	Denise Gallagher	3/8/2022	COMPLETED	
10.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	3/22/2022		March update on this Agenda
11.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman	5/24/2022		

County Administrator Charles R. Oliver requested the deletion of item 9.

. Motion to approve item F with the deletion of item 9.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. American Rescue Plan Act Final Rule Update

Approve the $10 million revenue loss standard allowance selection for the State and Local Fiscal Recovery Funds (SLFRF).

County Administrator Charles R. Oliver provided the recommendation, followed by Board discussion with Mr. Oliver.

Motion to approve the $10 million revenue loss standard allowance selection for the State and Local Fiscal Recovery Funds (SLFRF) and to make sure that future Boards are reminded of what has been committed to.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

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

G.2. Economic Development Council Development and By-Laws *- Item postponed for future meeting*

Provide Direction on Economic Development Council Advisory Board and direct staff to schedule final adoption for Board consideration.

County Administrator Charles R. Oliver provided the recommendation, followed by Board discussion.

There was no action on this item.

G.3. RFP 22-062 Firm to provide a County Administrator Nationwide search

Discuss and approve the scope of services to be used in the Request for Proposal including any other direction from Board.

County Administrator Charles R. Oliver provided the recommendation, followed by Board discussion with Mr. Oliver.

Motion to go out for quotes versus a Request for Proposal (RFP) based on the attached Scope of Services, to hire a consultant to perform a nationwide search for a new County Administrator, using the firms from the previous agenda (Item O1 on February 22, 2022 listed Baker Tilly, Colin Baenziger & Associates, CPS HR Consulting, Florida Association of County Managers, GovHR USA, Higginbothan, Slavin Management Consultants, Inc., S. Renee Norlock & Associates, and The Mercer Group, Inc.) and any other firms that are interested.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:20 PM Annual Financial Report *- This item was pulled during the meeting.*

a. Acknowledge receipt of Citrus County's Annual Comprehensive Financial Report

and condensed Popular Annual Financial Report for the fiscal year ended September

30, 2021.

b. Approve and authorize the Chairman and Clerk as the Chief Financial Officer to authorize the Financial Analyst to submit their signatures electronically on the Annual Financial Report.

H.2. 1:30 PM FY 22/23 Budget Development Presentation

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

Conduct Budget Presentation to receive direction regarding the development of the 2022/2023 budget.

County Administrator Charles R. Oliver recognized the following Management and Budget Team: Director Colleen Scott; Senior Budget Analyst Barbara Luckham; Senior Budget Analyst Erin Dohren; and Budget Analyst Nikki Burns.

Mr. Oliver and Ms. Scott provided the presentation and responded to questions from the Board, followed by Board discussion with Mr. Oliver.

Consensus of the Board was given to direct staff on budget changes.

Mr. Oliver announced the Budget Hearing dates.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Special Library District Advisory Board Announcement

Announcement of the expiration of terms for five (5) regular positions and the taking of applications for the Special Library District Advisory Board. The new two-year terms will expire on January 31, 2024. Deadline for applications is April 5, 2022 with nominations and appointments to occur at the April 26, 2022 meeting of the Special Library District Governing Board.

Chairman Ronald E. Kitchen, Jr. provided the announcement.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Scott Carnahan shared information from the Springs Steering Committee.

First Vice Chair Ruthie Schlabach discussed the Veterans Advisory Board, Public Safety Council, and Withlacoochee Regional Water Supply Authority (WRWSA) Board meetings.

Second Vice Chair Holly Davis gave an overview from the Tourist Development Council (TDC), WRWSA, National Association of Counties(NACo), and Aviation Advisory Board meetings.

Commissioner Jeff Kinnard, D.C. announced his appointment as Vice-President to the Withlacoochee Regional Water Supply Authority Board.

Chairman Ronald E. Kitchen, Jr. announced the two day summit with the Tampa Bay Regional Planning Council (TBRPC) to be held on April 5, 2022 from 8 AM until 7 PM and April 6, 2022 8:30 AM until 4:30 PM, discussed the different Boards involved in the TBRPC, and shared information from the TBRPC meeting.

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

Commissioner Scott Carnahan shared information from the Citrus County Building Alliance regarding variances, followed by Board discussion with County Attorney Denise A. Dymond Lyn and County Administrator Charles R. Oliver. Commissioner Carnahan discussed a phone call regarding a barndominium with Mr. Oliver, Ms. Lyn, and the Board.

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

Commissioner Jeff Kinnard, D.C. discussed a Florida Greenways and Trails System presentation with Mickey Thomason for an agenda item scheduled for the regular meeting to be held on April 12, 2022 with the Board.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

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

M.1. Medical Examiner Resolution to increase certain Medical Examiner Fees

Approve and authorize the Chairman to execute the Resolution increasing certain Medical Examiner Fees.

County Administrator Charles R. Oliver commented.

Motion to approve and authorize the Chairman to execute the Resolution increasing certain Medical Examiner Fees.

Prior to the vote, Second Vice Chair Holly Davis provided an overview.

Resolution Number 2022-028

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

. Following item M1

Second Vice Chair Holly Davis discussed the participation in the Women in Welding at the Withlacoochee Technical College (WTC) and shared information in the Poverty Simulator located at WTC run by Citrus County Educational Foundation as a part of the involvement with Prosperity Citrus.

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

No items.

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

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

John Labriola addressed the Board.

Commissioners responded to comments from the public.

R. UPCOMING MEETINGS

1. Regular Meeting**, April 12, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **April 26, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **May 10, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100,

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

110 N. Apopka Avenue, Inverness, FL 344520

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Communications **Tuesday April 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. *Workshop*: Residential Road Resurfacing **Tuesday April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. *Workshop:* Airports & Infrastructure **Tuesday May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. *Workshop*: Debt Reduction to Capitol **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
8. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 CPA/AA-22-03 Law Office of Clark A. Stillwell for William E. James Trustee

a. Conduct a public hearing on March 22, 2022, at 5:01 p.m. to consider application CPA/AA-22-03, Law Office of Clark A. Stillwell for William E. James Trustee.

b. If approved, adopt and authorize the chairman to execute the ordinances for CPA/AA-22-03, Law Office of Clark A. Stillwell for William E. James Trustee, and direct the Clerk to Record the ordinances in the Public Records.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications and read the proposed ordinance titles into the record.

Attorney Clark Stillwell provided the applicant information and responded to questions from the Board.

Land Development Director Joanna Coutu provided the staff presentation and responded to questions from the Board.

Citizen Richard Frank commented.

Mr. Stillwell responded to comments from Mr. Frank and responded to questions from the Board.

Motion to approve CPA/AA-22-03, adopt and authorize the Chairman to execute ordinances for Law Office of Clark A. Stillwell, based on confident and substantial evidence.

Ordinance Numbers 2022-A19 and 2022-A20

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

T.2. 5:05 AA-22-02 – Emily Zediker

a. Conduct a public hearing on March 22, 2022, at 5:05 p.m. to consider application AA-22-02 - Emily Zediker.

b. If approved, adopt and authorize the chairman to execute the ordinance for AA-22-02 - Emily Zediker, and direct the Clerk to record the ordinance in the public records.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications and read the proposed ordinance title into the record.

Land Development Director Joanna Coutu provided the staff presentation.

There were no citizen comments.

Motion to approve AA-22-02, adopt and authorize the Chairman to execute the ordinance for Emily Zediker, based on confident and substantial evidence.

Ordinance Number 2022-A21

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

T.3. 5:10 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

a. Conduct a public hearing on March 22, 2022 at 5:10 p.m. to review and discuss CPA/AA/PUD-21-15, Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership.

b.If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership and direct the Clerk to execute the ordinances.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications and read the proposed ordinance titles into the record.

Kamala Corbett, with Hill Ward Henderson addressed the Board on behalf of the applicant.

Land Development Director Joanna Coutu provided the staff presentation and responded to questions from the Board.

There were no citizen comments.

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

Based on confident and substantial evidence, motion to approve CPA/AA/PUD-21-15, adopt and authorize the Chairman to execute the ordinances.

Ordinance Numbers 2022-A22 and 2022-A23

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

U. ADJOURN

The meeting was adjourned at 5:25 PM

Minutes Acceptance: Minutes of Mar 22, 2022 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Deletion of Surplus Property - Asset #53992
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

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

The following asset was identified during the inventory as possibly meeting disposal/retirement conditions. Research determined this asset has been in storage and used for parts in multiple locations. Finance recommends that an agenda item be done for the next available BOCC meeting for this item and department retirement/disposal.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve deletion of the following item from the inventory of Fire Rescue, and the removal of the same item from the county's capital asset listing. Asset #53992 - Nor E Decon Shower System.

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: Fire Rescue Current Custodian: Kevin Pappadouplos New Department: _____ New Custodian: _____
□ Location Change	Current Location: Fire Training Center New Location: _____ Condition: ____
■ 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*
3200	53992	Nor E Decon Shower System	N/A	11/25/2002	$15,000.00

Comments/Justification:
This asset was identified during the inventory as possibly meeting disposal / retirement conditions. Research determined this asset has been in storage and used for parts in multiple locations. Finance recommends that an agenda item be done for the next available BOCC meeting for this item and department retirement / disposal.

Initiating Department

3-15-22 3-15-22

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

** As custodian, I understand that I am responsible for tracking, locating, and showing all property to the Financial Services Clerk during the annual asset inventory. Per Florida Administrative Cod 69I-73.006 a physical inventory was conducted due to the asset custodian change. As new custodian I certify that the inventory was completed in accordance with all policies and regulations.*

Receiving Department (Transfers/Changes/Auctions)

Asset Custodian or Division Director Signature Date Department Director Signature Date

Receiving Department (Donation/Disposal)

Non-Profit Representative Signature Date or Disposal Witness Signature Date

Financial Services Use Only

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

Attachment: Asset 53992 Nor E Decon Shower System (20167 : Deletion of Surplus Property - Asset #53992)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Donation of Surplus Property Asset #53756
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

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

AEDs have been replaced by LifePack 15 equipment.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve donation of the following item from the inventory of fire rescue to Homosassa Civic Club Inc. and the removal of same items from the county's capital asset listing. Asset #53756 - Zoll AED Plus Defibrillator

From: sminguy@aol.com
To: Cortney K. Marsh
Subject: [EXTERNAL]AED Request
Date: Tuesday, March 15, 2022 3:02:40 PM
Attachments: HCC TAx Exempt Cert.pdf

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Ms. Marsh,

The Homosassa Civic Club would like to request (2) AED devices to place in two separate buildings located on Homosassa Civic Club grounds. The buildings are usually locked and be accessed by code. A group using one building may, and probably would not, have the code for the other building if there were an emergency requiring the use of the AED.

The Homosassa Civic Club's mission is to advance the civic development of Homosassa Florida as a non-profit, non-political organization. Homosassa Civic Club is a registered 501(c) (3)

Homosassa Civic Club agrees to properly store and maintain the units and to properly train other's in their use.

The Homosassa Civic Club Tax Exempt Certification is attached.

Should you require any additional information please do not hesitate to contact me.

Stephen Minguy

Board Director
Homosassa Civic Club
5380 S. Mason Creek Road
Homosassa, FL 34448

Mailing Address P.O. Box 493 Homosassa, FL 34447

S. Minguy Cell 407-832-1598

Attachment: [EXTERNAL]AED Request (20182 : Donation of Surplus Property Asset #53756)

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013888948C-6	08/31/2017	08/31/2022	501(C)(3) ORGANIZATION

This certifies that

HOMOSASSA CIVIC CLUB INC
5530 S MASON CREEK RD
HOMOSASSA FL 34448-4408

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Attachment: HCC TAx Exempt Cert (20182 : Donation of Surplus Property Asset #53756)

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: Fire Rescue Current Custodian: Greg Ellis New Department: _____ New Custodian: _____	
□ Location Change	Current Location: Logistics New Location: _____ Condition: ____	
□ 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: Homosassa Civic Club Inc.	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
3200	53756	Zoll AED Plus Defibrillator	X05G063569	7/5/2005	$1,675.00

Comments/Justification:
AEDs have been replaced by LifePack 15 equipment

Initiating Department

_____	3-18-2022	_____	3-18-2022
Asset Custodian or Division Director Signature*	Date	Department Director Signature	Date

** As custodian, I understand that I am responsible for tracking, locating, and showing all property to the Financial Services Clerk during the annual asset inventory. Per Florida Administrative Cod 69I-73.006 a physical inventory was conducted due to the asset custodian change. As new custodian I certify that the inventory was completed in accordance with all policies and regulations.*

Receiving Department (Transfers/Changes/Auctions)

_____	_____	_____	_____
Asset Custodian or Division Director Signature	Date	Department Director Signature	Date

Receiving Department (Donation/Disposal)

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

Financial Services Use Only

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

Attachment: Asset Activity Form 53756 (20182 : Donation of Surplus Property Asset #53756)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-21 Ramikissoon Replat
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

A replat application for Lot 78, Tanglewood, lying on N Tanglewood Avenue in Hernando. 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 replat application PLT-21-21, Ramkissoon Replat.
b. Authorize the Chairman to execute the plat and direct the Clerk to record the plat in the public records of Citrus County Florida.

RAMKISSOON REPLAT

A Replat of a portion of Lot 78, TANGLEWOOD
according to the map or plat thereof, as recorded in Plat
Book 7, Pages 111 through 112, Public Records of Citrus County, Florida
SECTION 11, TOWNSHIP 18 SOUTH, RANGE 19 EAST

LEGAL DESCRIPTION:

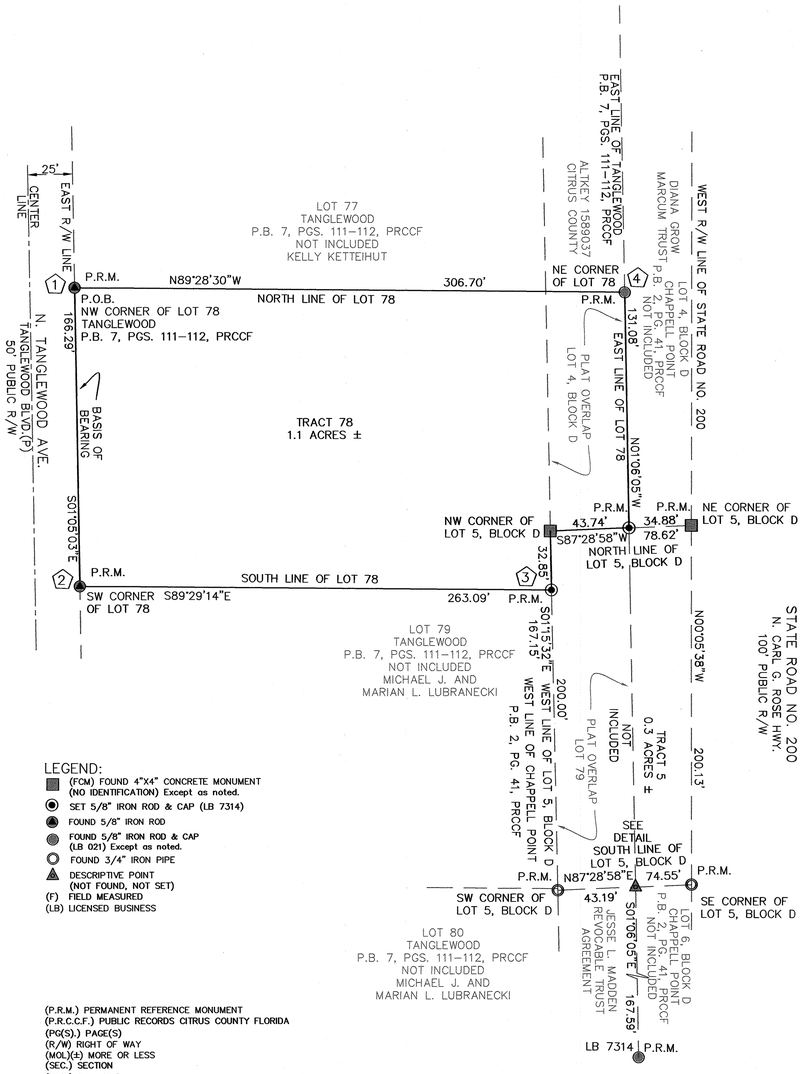
Begin at the NW corner of Lot 78, TANGLEWOOD, according to plat thereof as recorded in Plat Book 7, Pages 111 and 112, of the Public Records of Citrus Country, Florida, said point also being on the East right-of-way line of N. TANGLEWOOD AVE. (TANGLEWOOD BLVD. a 50 foot wide road per said plat); thence S 01°05'03" E along the West line of said Lot 78 and the East right-of-way line of said N. TANGLEWOOD AVE., 166.29 feet to the SW corner of said Lot 78; thence S 89°29'14" E along the South line of said Lot 78, 263.09 feet; thence N01°15'32"W, 32.85 feet; thence N87°28'58"E, 43.74 feet, thence N 01°06'05" W along the East line of said Lot 78, also being the East line of the aforementioned plat of TANGLEWOOD, 131.08 feet to the NE corner of said Lot 78; thence N 89°28'30" W along the North line of said Lot 78, 306.70 feet to the POINT OF BEGINNING. Containing 1.1 acres more or less.

PLAT

STATE PLANE COORDINATE VALUES		
NO.	NORTH	EAST
1	1674761.076	535030.593
2	1674594.900	535033.738
3	1674592.791	535296.758
4	1674758.665	535337.157

GRAPHIC SCALE

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



SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE BASED ON THE PLAT OF TANGLEWOOD WITH THE BEARING OF S 01°05'03" E ALONG THE WEST LINE OF LOT 78.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C0209D, DATED SEPTEMBER 26, 2014, THIS PROPERTY LIES IN FLOOD ZONES X UNSHADED (LESS THAN 0.2% CHANCE OF FLOOD HAZARD) ACCORDING TO 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.
7. THIS REPLAT WILL NOT AFFECT THE CONTESTED PLAT OVERLAP BETWEEN TRACT 78 AND LOT 4, BLOCK D, CHAPPELL POINT.

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: _____ FOR ANGELA VICK CLERK OF THE CIRCUIT COURT

BY: _____ RONALD E. KITCHEN, Jr. 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 _____, PAGE _____ , OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____, ON _____ , 2022, 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 "RAMKISSOON 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 10TH DAY OF November 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.

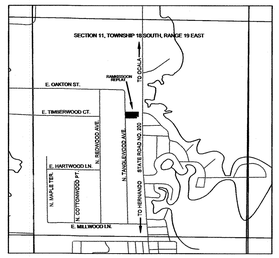
BY: _____ DATE: 2/24/22
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314

LEGEND:

- (FCM) FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- SET 5/8" IRON ROD & CAP (LB 7314)
- FOUND 5/8" IRON ROD
- FOUND 5/8" IRON ROD & CAP (LB 021) Except as noted.
- FOUND 3/4" IRON PIPE
- DESCRIPTIVE POINT (NOT FOUND, NOT SET)
- (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

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



LOCATION MAP
NOT TO SCALE
SECTION 11, TOWNSHIP 18 SOUTH, RANGE 19 EAST
CITRUS COUNTY, FLORIDA

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, AMITRAJ RAMKISSOON AND VAMINI RAMKISSOON ARE THE OWNER IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "RAMKISSOON REPLAT" AND THAT NO NEW ROADS OR EASEMENTS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS 16 DAY OF MARCH, 2022

BY: _____ AMITRAJ RAMKISSOON
Amitraj Ramkissoon
PRINTED NAME

ATTEST: _____ PRINTED NAME

ATTEST: _____ Vamini Ramkissoon
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF MARCH, 2022, BY AMITRAJ RAMKISSOON, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : 03/16/2022 SIGNED : _____
NOTARY PUBLIC, STATE OF FL
MY COMMISSION EXPIRES 01/17/2023
COMMISSION NO.: GG 293224

Notary Public State of Florida Seli Schiano My Commission GG 292224 Expires 01/17/2023

BY: _____ VAMINI RAMKISSOON
Vamini Ramkissoon
PRINTED NAME

ATTEST: _____ PRINTED NAME

ATTEST: _____ PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF MARCH, 2022, BY VAMINI RAMKISSOON, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : 03/16/2022 SIGNED : _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 01/17/2023
COMMISSION NO.: GG 293224

Notary Public State of Florida Seli Schiano My Commission GG 292224 Expires 01/17/2023

ABSTRACTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT AMITRAJ RAMKISSOON AND VAMINI RAMKISSOON 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.

_____ Jeb Lind Diehl
PRINTED NAME
DATE: 3-15-2022
COMPANY: Title USA, LLC.
BY:

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: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

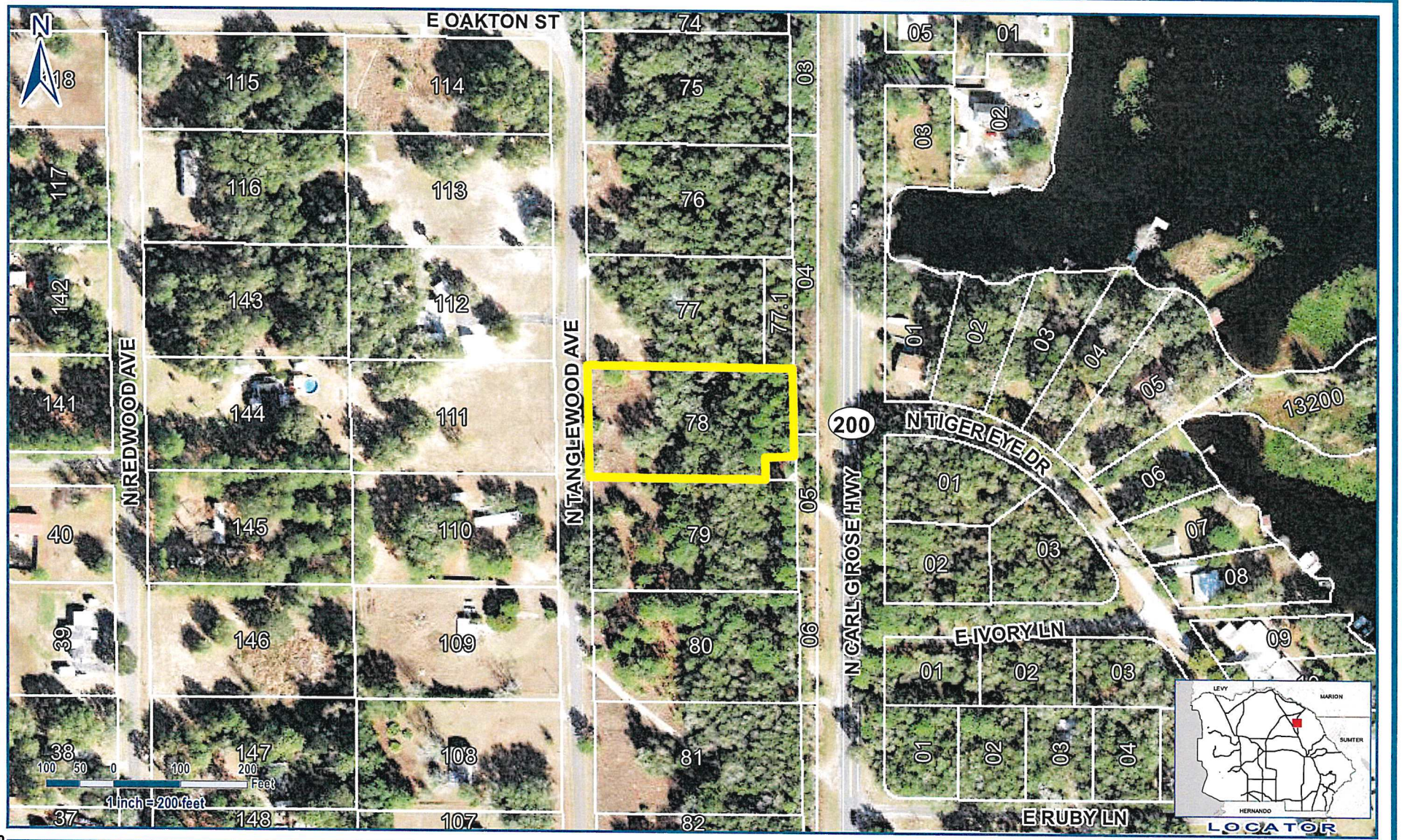
COUNTY SURVEYOR'S APPROVAL:

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 (20188 : PLT-21-21 Ramkissoon Replat)



Legend

PLT-21-21

RAMKISSOON REPLAT
PLT-21-21
SEC 11 TWN 18S RNG 19E

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: March 21, 2022
Source: Enterprise Geodatabase
Map Number: SO001277

This 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 printed. 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:	Brian Kauffman,
SUBJECT:	Surplus Property
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

A governmental unit shall have the discretion to classify as surplus an 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 #	ORIGINATING DEPT.	DESCRIPTION	VIN/SN	MILES
9291	6304	1995 Ford F350	4228	100744
20231	2675	2005 Chevy Blazer 2345		151856

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: 2675 Current Custodian: Grounds Maintenance New Department: 8888 New Custodian: Auction	
☑ Location Change	Current Location: _____ New Location: _____ Condition: ____	
☑ 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*
2675	20231	2005 Chevrolet Blazer	1GNCS13XX5K112345	03/14/2005	17,744.00

Comments/Justification:
Asset #20231 repair is not cost effective and will be scheduled for auction.

Initiating Department

Asset Custodian or Division Director Signature — Date: 2/15/22 — Department Director Signature — Date: 2/15/22

Receiving Department (Transfers/Changes/Auctions)

Asset Custodian or Division Director Signature* — Date: 2-21-22 — Department Director Signature — Date: 2/17/2022

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

Receiving Department (Donation/Disposal)

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

Financial Services Use Only

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

Attachment: Asset 20231 (20052 : Surplus Property)

Asset Activity Form

☐ Department Transfer ☐ Custodian Change	Current Department: 6304 Current Custodian: Aquatics New Department: 8888 New Custodian: Auction	
☐ Location Change	Current Location: _____ New Location: _____ Condition: ____	
☑ 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*
6304	9291	1995 Ford F350	1FDKF38G6SNB04228	06/22/1995	19,834.00

Comments/Justification:
Asset #9291 was replaced with Asset #20317. Asset #9291 will be scheduled for auction.

Initiating Department

Asset Custodian or Division Director Signature	Date	Department Director Signature	Date
	1/19/2022		1/20/22

Receiving Department (Transfers/Changes/Auctions)

Asset Custodian or Division Director Signature*	Date	Department Director Signature	Date
	1-21-22		1/20/22

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

Receiving Department (Donation/Disposal)

Non-Profit Representative Signature	Date	or	Disposal Witness Signature	Date

Financial Services Use Only

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

Attachment: Asset 9291 (20052 : Surplus Property)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Prescriptive Road Plat for Rainelle Avenue (Phase II)
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

For more than seven years, Citrus County, Florida has maintained Rainelle Avenue (Phase II) laying in the Southeast ¼ of Section 15, Township 17 South, Range 17 East. Although County maintained, there was no deed dedicating a road right of way in this area.

Therefore, this Prescriptive Plat was caused to be made to create a property description that would suit the physical location of the maintained roadway and to request approval of the Plat by the Board pursuant to Chapter 95, Section 361(2), Florida Statutes, to gain prescriptive rights to this roadway.

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 authorize the Chairman to execute the Prescriptive Road Plat of Rainelle Avenue (Phase II) located in Section 15, Township 17 South, Range 17 East, pursuant to Chapter 95, Section 361(2), Florida Statutes, to gain prescriptive rights to the roadway and to direct the Clerk of Court to record the plat in the public records of Citrus County, Florida.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Citrus

Before me, this day personally appeared Francis Roe who, being duly sworn, deposes and states that as an employee of Citrus County Department of Public Works, Road Maintenance Division, do hereby state that to the best of my knowledge, North Rainelle Avenue from Highway 488 (W Dunnellon Rd) to approximately 150' north of West Catrina Lane in Section15, Township 17 South, Range 17E all in Citrus County, FL has been continuously maintained by Citrus County in excess of seven years.

Francis Roe
Heavy Equipment Operator
Road Maintenance Division

The foregoing instrument was acknowledged before me this 19th day of August 20 21,

by Francis Roe who is personally known to me or has produced _____ as identification.

Notary Public

CHERYL THOMPSON
Notary Public - State of Florida
Commission # HH 028534
My Comm. Expires Aug 5, 2024
Bonded through National Notary Assn.

Attachment: Rainelle Affidavits (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Citrus

Before me, this day personally appeared Mary Spearing who, being duly sworn, deposes and states that as an employee of Citrus County Department of Public Works, Road Maintenance Division, do hereby state that to the best of my knowledge, North Rainelle Avenue from Highway 488 (W Dunnellon Rd) to approximately 150' north of West Catrina Lane in Section15, Township 17 South, Range 17E all in Citrus County, FL has been continuously maintained by Citrus County in excess of seven years.

Mary Spearing
Medium Equipment Operator
Road Maintenance Division

The foregoing instrument was acknowledged before me this 19th day of August 20 21,
by Mary Spearing who is personally known to me or has produced _____ as identification.

Notary Public

CHERYL THOMPSON
Notary Public - State of Florida
Commission # HH 028534
My Comm. Expires Aug 5, 2024
Bonded through National Notary Assn.

Attachment: Rainelle Affidavits (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Citrus

Before me, this day personally appeared Wilburn Forte who, being duly sworn, deposes and states that as an employee of Citrus County Department of Public Works, Road Maintenance Division, do hereby state that to the best of my knowledge, North Rainelle Avenue from Highway 488 (W Dunnellon Rd) to approximately 150' north of West Catrina Lane in Section15, Township 17 South, Range 17E all in Citrus County, FL has been continuously maintained by Citrus County in excess of seven years.

Wilburn Forte
Medium Equipment Operator
Road Maintenance Division

The foregoing instrument was acknowledged before me this 18th day of August 2021, by Wilburn Forte who is personally known to me or has produced _____ as identification.

Notary Public

CHERYL THOMPSON
Notary Public - State of Florida
Commission # HH 028534
My Comm. Expires Aug 5, 2024
Bonded through National Notary Assn.

Attachment: Rainelle Affidavits (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

DESCRIPTION:

A PARCEL OF LAND, VARYING IN WIDTH, KNOWN AS NORTH RAINELLE AVENUE, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF NORTH RAINELLE AVENUE AS SHOWN ON THE PRESCRIPTIVE ROAD PLAT RECORDED IN PRESCRIPTIVE ROAD PLAT BOOK 2, PAGE 100, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°57'02"W, 3.58 FEET TO THE POINT OF BEGINNING; THENCE S00°22'27"W, 331.44 FEET; THENCE S00°15'34"E 331.51 FEET; THENCE S00°32'16"W, 331.67 FEET; THENCE N88°59'41"E, 9.62 FEET; THENCE S01°02'23"W, 331.96 FEET; THENCE S01°40'22"W, 105.34 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 723.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 194.09 FEET, THROUGH A CENTRAL ANGLE OF 15°22'20" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S06°00'48"E, 193.51 FEET); THENCE S13°41'58"E, 38.30 FEET; THENCE N89°24'20"W, 11.28 FEET; THENCE S13°16'46"E, 337.42 FEET; THENCE S13°21'03"E, 340.29 FEET; THENCE S10°54'25"E, 337.58 FEET TO THE NORTH LINE OF SUNSHINE GULF ESTATES, UNIT 2, RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST; THENCE S89°10'33"W, ALONG THE NORTH LINE OF SAID SUNSHINE GULF ESTATES AND ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 30.72 FEET; THENCE DEPARTING SAID LINE, N10°51'49"W, 337.10 FEET; THENCE N13°23'31"W, 340.45 FEET; THENCE N13°16'38"W, 341.14 FEET; THENCE S89°41'20"W, 8.66 FEET; THENCE N13°41'58"W, 26.16 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 773.41 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.51 FEET THROUGH A CENTRAL ANGLE OF 15°22'20" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N06°00'48"W, 206.88 FEET); THENCE N01°40'22"E, 100.60 FEET; THENCE N01°03'51"E, 332.05 FEET; THENCE N89°19'55"E, 10.18 FEET; THENCE N00°34'15"E, 330.73 FEET; THENCE N00°19'59"W, 332.57 FEET; THENCE N00°26'34"E, 331.30 FEET TO THE SOUTHWEST CORNER OF SAID PRESCRIPTIVE ROAD PLAT OF NORTH RAINELLE AVENUE;THENCE S89°57'02"E, ALONG THE SOUTH LINE OF SAID PRESCRIPTIVE ROAD, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 93,808 SQUARE FEET (2.15 ACRES), MORE OR LESS.

Attachment: Rainelle Description (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

PRESCRIPTIVE ROAD PLAT OF NORTH RAINELLE AVENUE (PHASE II)

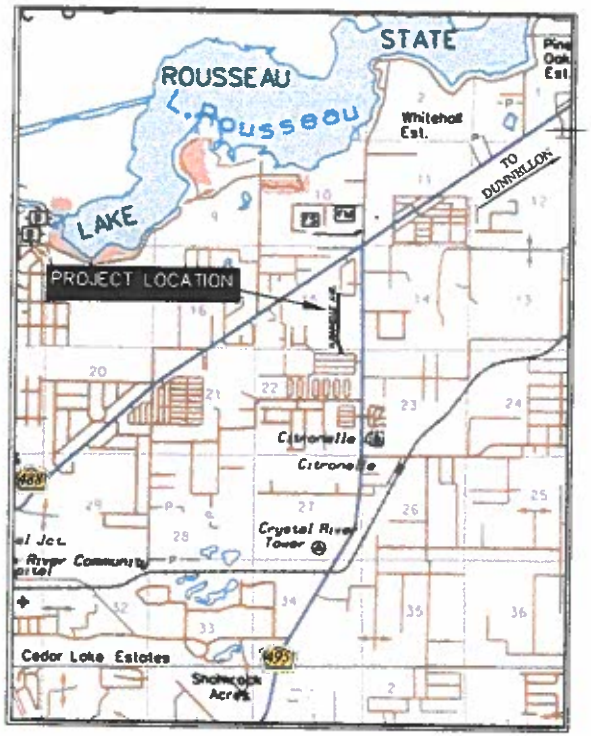
LOCATED IN THE SE 1/4 OF
SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST,
CITRUS COUNTY, FLORIDA

DESCRIPTION:

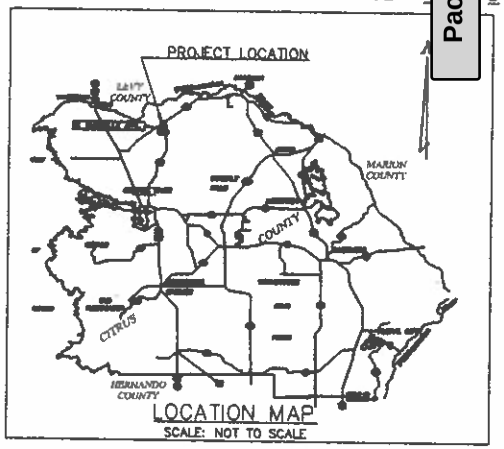
A PARCEL OF LAND, VARYING IN WIDTH, KNOWN AS NORTH RAINELLE AVENUE, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF NORTH RAINELLE AVENUE AS SHOWN ON THE PRESCRIPTIVE ROAD PLAT RECORDED IN PRESCRIPTIVE ROAD PLAT BOOK 2, PAGE 100, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°57'02"W, 3.58 FEET TO THE POINT OF BEGINNING; THENCE S00°22'27"W, 331.44 FEET; THENCE S00°15'34"E 331.51 FEET; THENCE S00°32'16"W, 331.67 FEET; THENCE N88°59'41"E, 9.62 FEET; THENCE S01°02'23"W, 331.96 FEET; THENCE S01°40'22"W, 105.34 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 723.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 194.09 FEET, THROUGH A CENTRAL ANGLE OF 15°22'20" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S06°00'48"E, 193.51 FEET); THENCE S13°41'58"E, 38.30 FEET; THENCE N89°24'20"W, 11.28 FEET; THENCE S13°16'46"E, 337.42 FEET; THENCE S13°21'03"E, 340.29 FEET; THENCE S10°54'25"E, 337.58 FEET TO THE NORTH LINE OF SUNSHINE GULF ESTATES, UNIT 2, RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST; THENCE S89°10'33"W, ALONG THE NORTH LINE OF SAID SUNSHINE GULF ESTATES AND ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 30.72 FEET; THENCE DEPARTING SAID LINE, N10°51'49"W, 337.10 FEET; THENCE N13°23'31"W, 340.45 FEET; THENCE N13°16'36"W, 341.14 FEET; THENCE S89°41'20"W, 8.66 FEET; THENCE N13°41'58"W, 28.16 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 773.41 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.51 FEET THROUGH A CENTRAL ANGLE OF 15°22'20" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N06°00'48"W, 206.88 FEET); THENCE N01°40'22"E, 100.60 FEET; THENCE N01°03'51"E, 332.05 FEET; THENCE N89°19'55"E, 10.16 FEET; THENCE N00°34'15"E, 330.73 FEET; THENCE N00°18'59"W, 332.57 FEET; THENCE N00°26'34"E, 331.30 FEET TO THE SOUTHWEST CORNER OF SAID PRESCRIPTIVE ROAD PLAT OF NORTH RAINELLE AVENUE; THENCE S89°57'02"E, ALONG THE SOUTH LINE OF SAID PRESCRIPTIVE ROAD, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 93,808 SQUARE FEET (2.15 ACRES), MORE OR LESS.



VICINITY MAP
NOT TO SCALE



LOCATION MAP
SCALE: NOT TO SCALE

NOTES:

1. THIS PRESCRIPTIVE ROAD PLAT WAS PREPARED UNDER AUTHORITY OF SECTION 95.361(2), FLORIDA STATUTES, BASED ON FIELD LOCATION OF ACTUAL LIMITS OF MAINTENANCE OF THIS ROADWAY BY THE CITRUS COUNTY ROAD MAINTENANCE SECTION EQUAL TO AND EXCEEDING THE PERIOD OF TIME PRESCRIBED BY SAID STATUTE.
2. ADDITIONAL CONSIDERATION OF THE RIGHT-OF-WAY BOUNDARY DETERMINATION SHOWN HEREON IS BASED ON LOCATION OF FOUND MONUMENTATION AND DEEDS OF RECORD DESCRIBING THE CORRESPONDING ROADWAY WIDTH CHANGES THROUGHOUT THIS PORTION OF N. RAINELLE AVENUE FROM THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15.
3. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE OF FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83) ADJUSTMENT OF 1999, AND BASED ON A BOUNDARY SURVEY OF TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BY THE CITRUS COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, SURVEY SECTION (JOB #07-999; PROJ. #24-926) FINAL FIELD DATE 07/30/2008, WITH THE EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 15, BEARING N01°20'21"W (REFER TO PRESCRIPTIVE ROAD PLAT OF N. RAINELLE AVENUE RECORDED IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 2, PAGE 100). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. GRAPHIC FORM NOTICE: THIS PLAT, RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPERCEDED IN AUTHORITY BY ANY GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED
5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
6. THIS SURVEY IS BASED ON LOCATIONS OF SURFACE FEATURES ONLY. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED BY THIS SURVEY.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY AN ENTITY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY SHOWN HEREON.
8. ADJACENT OWNERSHIP INFORMATION WAS TAKEN FROM THE CITRUS COUNTY PROPERTY APPRAISER'S WEBSITE AND SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY.
9. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO DOCUMENT THE FOUND MONUMENTATION, DESCRIPTIONS AND PLATS ON FILE WITH THE CITRUS COUNTY CLERK OF COURT, UNRECORDED SUBDIVISIONS AND RECORDS ON FILE IN THE CITRUS COUNTY SURVEY SECTION OF THE DIVISION OF ENGINEERING TO ESTABLISH A RIGHT-OF-WAY AS INDICATED BY CONTINUOUS USE AND CITRUS COUNTY MAINTENANCE, AND INTENDED TO DEPICT THOSE LANDS OWNED BY CITRUS COUNTY AS PROVIDED BY LAW.

LEGEND:

⊡ = FOUND 4"x4" CONCRETE MONUMENT S.O. AS NOTED	(M) = INFORMATION/DIMENSIONS BASED ON DESCRIPTION/DEED OF RECORD	PB = PLAT BOOK	⚠ = FLORIDA STATE PLANE COORDINATE NUMBER		
● = SET 5/8" IRON ROD & CAP (WITH CAP STAMPED "CITRUS COUNTY SURVEY SECTION")	(F) = INFORMATION/DIMENSIONS BASED ON FIELD MEASUREMENTS	Pgs. = PAGES	UNRECORDED		
○ = FOUND 5/8" IRON ROD & CAP S.O. AS NOTED	(P) = INFORMATION/DIMENSIONS BASED ON RECORD PLAT	POB = POINT OF BEGINNING	FENCE LINE (AS DESCRIBED)		
△ = DESCRIPTIVE POINT (NO MONUMENTATION FOUND OR SET)	LB = LICENSED BUSINESS	POC = POINT OF COMMENCEMENT	OVERHEAD UTILITY LINE		
Fd. = FOUND	NTS = NOT TO SCALE	PRM = PERMANENT REFERENCE MONUMENT	TELEPHONE SPLICE BOX		
I.D. = IDENTIFICATION	ORB = OFFICIAL RECORDS BOOK	PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA	TRAFFIC CONTROL SIGN		
		R/W = RIGHT-OF-WAY	UTILITY POLE		
		= INDICATES COMMON OWNERSHIP	UTILITY POLE GUY ANCHOR		

Prepared by the Survey Section of the Division of Engineering, Citrus County Department of Public Works.

Filed and recorded in the Public Records of Citrus County, Florida.

_____ (Signature)

_____, 2021, File No. _____

Attest:

_____ (Signature)

Jon Angela Vick, Clerk of Court

Board of County Commissioners of Citrus County, Florida

By: _____ (Signature)

Chairman: Ronald E. Kitchen, Jr

JOB No.	21-116
PROJ. No.	21-383
DRAWN BY:	GLB
DWG. No.	Prescriptive Road Plat for N. Rainelle Ave.
MAP DATE:	03.07.2022
SCALE:	AS NOTED
SHEET No.	1 OF 3
FIELD DATE:	01.13.2022
FIELD BOOK:	112A
PAGES:	1-15
SEC.15, TWP.17S, RNG17E	

SPECIFIC PURPOSE SURVEY: PRESCRIPTIVE ROAD PLAT OF N. RAINELLE AVE. PH II

Citrus County
Division of Engineering
Survey Section

3650 EAST SOVEREIGN PATH, SUITE 201
LECANTO, FLORIDA, 34461
(352) 527-5466 FAX (352) 527-5420

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE REPRESENTATION OF A SURVEY CONDUCTED UNDER MY SUPERVISION AND DIRECTION, AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR SPECIFIC PURPOSE SURVEYS AS SET FORTH BY CHAPTER 53-17.050 THROUGH 53-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MARK T. THOMAS, FLORIDA PROFESSIONAL SURVEYOR & MAPPER - REGISTRATION No. 5150

DATE: 03.07.2022

THIS PLAT, OR THIS COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

PRESCRIPTIVE ROAD PLAT BOOK _____ PAGE _____

PRESCRIPTIVE ROAD PLAT OF NORTH RAINELLE AVENUE (PHASE II)

LOCATED IN THE SE 1/4 OF
SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST,
CITRUS COUNTY, FLORIDA

SHEET 2 OF 3

Citrus County
Division of Engineering
Survey Section

SPECIFIC PURPOSE SURVEY: PRESCRIPTIVE ROAD PLAT OF N. RAINELLE AVE. PH II

PRESCRIPTIVE ROAD PLAT BOOK ____ PAGE ____

Attachment: Rainelle maps (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

PRESCRIPTIVE ROAD PLAT OF NORTH RAINELLE AVENUE (PHASE II)

LOCATED IN THE SE 1/4 OF
SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST,
CITRUS COUNTY, FLORIDA

SHEET 2 OF 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L-7(F)	S89°10'33"W	30.72'
L-8(F)	N89°24'53"E	13.05'
L-9(F)	S89°07'37"W	6.24'

Citrus County
Division of Engineering
Survey Section

SPECIFIC PURPOSE SURVEY: PRESCRIPTIVE ROAD PLAT OF N. RAINELLE AVE. PH II

PRESCRIPTIVE ROAD PLAT BOOK ____ PAGE ____

Attachment: Rainelle maps (20162 : Prescriptive Road Plat for Rainelle Avenue (Phase II))

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Set a Public Hearing on an Ordinance Pertaining to Towing
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Set a public hearing on April 26, 2022 at 2:15 p.m. on an ordinance pertaining to towing.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Set a public hearing on April 26, 2022 at 2:15 p.m. on an ordinance of Citrus County, Florida amending Section 98-2, Article II, Chapter 98, titled "Maximum Fees for Towing, Etc."; providing for severability; providing for inclusion into the code; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

ORDINANCE NO. 2022-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA AMENDING SECTION 98-2, ARTICLE II, CHAPTER 98, TITLED "MAXIMUM FEES FOR TOWING, ETC."; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners of Citrus County, Florida, has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law;

WHEREAS, sections 125.0103 and 166.043, Florida Statutes, provide that each County is to set the maximum rate which may be charged on the towing and storage of vehicles by wrecker operators;

WHEREAS, on November 10, 1098, the Board of County Commissioners adopted Ordinance No. 98-07 establishing the maximum rates to be charged for towing and storage of vehicles;

WHEREAS, on November 13, 2007, the Board of County Commissioners adopted Ordinance No. 2007-A32 modifying the maximum rates to be charged for towing and storage of vehicles;

WHEREAS, the Board of County Commissioners has determined that it may be necessary to modify the rates to be charged for towing and storage of vehicles from time to time;

WHEREAS, section 321.051, Florida Statutes, authorizes the Florida Highway Patrol to establish maximum rates for the towing and storage of vehicles;

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the public health, safety and welfare to adopt the rates established by the Florida Highway Patrol, as modified from time to time, as the maximum rates for the towing and storage of vehicles;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida that the code of ordinances is hereby amended as follows:

Section 1. Section 98-2 of Article II, Chapter 98 of the Citrus County Code of Ordinances, is amended to modify the maximum fees for towing and storage of vehicles, as follows:

Attachment: Towing Ordinance Redline (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

Sec. 98-2. - Maximum fees for towing, etc.

The board does hereby adopt the maximum towing and storage rates established by the Troop Commander of Florida Highway Patrol Troop C, as modified from time to time, ~~establish~~ as the maximum fees ~~and classes those fees and classes set out hereinbelow. Said maximum fees shall~~ to be charged on the towing of vehicles from or immobilization of vehicles on private property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of a wrecker service to a law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.

It shall be a violation of this section for an unauthorized wrecker operator, as defined by Ch. 98-324, Laws of Florida, to charge fees for removal and storage in excess of those rates established by the Troop Commander, as modified from time to time~~set forth hereinbelow~~.

~~Citrus County Rotation Towing Rate Structure~~
~~Maximum Rates~~

~~*Class A wreckers:* (including roll-back or slide-back carriers)~~

~~Base rate$100.00~~

~~Mileage rate, per mile charge only, one way from business to location of tow3.00~~

~~Hourly rate, for waiting or working time on scene after first 30 minutes80.00~~

~~*Class B wreckers:*~~

~~Base rate120.00~~

~~Mileage rate, per mile charge only, one way from business to location of tow4.00~~

~~Hourly rate, for waiting or working time on scene after first 30 minutes100.00~~

~~*Class C wreckers*~~

~~Base rate250.00~~

~~Mileage rate, per mile charge only, one way from business to location of tow6.00~~

~~Hourly rate, for waiting or working time on scene after first 30 minutes120.00~~

~~Separate charges:~~

~~A. Removal of drive shaft***~~

~~B. Air hook-up***~~

~~C. Removal/pull axle***~~

~~D. Remove bumper***~~

Attachment: Towing Ordinance Redline (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

~~E. Remove air foils***~~

~~F. Landoll Trailer - Semi roll-back or drop-back trailer or trucks***~~

~~G. Air bags, per hour350.00~~

~~H. Extra manpower, per man hour25.00~~

~~***Items A through F are included in base rate.~~

~~Storage for all classes of service~~	~~A~~	~~B~~	~~C~~
~~Inside storage, per day rate (per unit on Class C)~~	~~$20.00~~	~~$25.00~~	~~$30.00~~
~~Outside storage, per day rate (per unit on Class C)~~	~~20.00~~	~~25.00~~	~~30.00~~

~~*Administrative fee's*~~

~~A maximum total rate of $35.00 is allowed. This fee will include but not limited to: lien, administrative, filing, mailing and other clerical functions.~~

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 98-2, Chapter 98, Article II to the Citrus County Code of Ordinances where indicated.

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. 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 _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk RONALD E. KITCHEN, JR., Chairman

Attachment: Towing Ordinance Redline (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

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

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Towing Ordinance Redline (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

ORDINANCE NO. 2022-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA AMENDING SECTION 98-2, ARTICLE II, CHAPTER 98, TITLED "MAXIMUM FEES FOR TOWING, ETC."; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners of Citrus County, Florida, has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law;

WHEREAS, sections 125.0103 and 166.043, Florida Statutes, provide that each County is to set the maximum rate which may be charged on the towing and storage of vehicles by wrecker operators;

WHEREAS, on November 10, 1098, the Board of County Commissioners adopted Ordinance No. 98-07 establishing the maximum rates to be charged for towing and storage of vehicles;

WHEREAS, on November 13, 2007, the Board of County Commissioners adopted Ordinance No. 2007-A32 modifying the maximum rates to be charged for towing and storage of vehicles;

WHEREAS, the Board of County Commissioners has determined that it may be necessary to modify the rates to be charged for towing and storage of vehicles from time to time;

WHEREAS, section 321.051, Florida Statutes, authorizes the Florida Highway Patrol to establish maximum rates for the towing and storage of vehicles;

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the public health, safety and welfare to adopt the rates established by the Florida Highway Patrol, as modified from time to time, as the maximum rates for the towing and storage of vehicles;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida that the code of ordinances is hereby amended as follows:

Section 1. Section 98-2 of Article II, Chapter 98 of the Citrus County Code of Ordinances, is amended to modify the maximum fees for towing and storage of vehicles, as follows:

Attachment: Towing Ordinance Final (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

Sec. 98-2. - Maximum fees for towing, etc.

The board does hereby adopt the maximum towing and storage rates established by the Troop Commander of Florida Highway Patrol Troop C, as modified from time to time, as the maximum fees to be charged on the towing of vehicles from or immobilization of vehicles on private property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of a wrecker service to a law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.

It shall be a violation of this section for an unauthorized wrecker operator, as defined by Ch. 98-324, Laws of Florida, to charge fees for removal and storage in excess of those rates established by the Troop Commander, as modified from time to time.

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 98-2, Chapter 98, Article II to the Citrus County Code of Ordinances where indicated.

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. 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 _____, 2022.

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: Towing Ordinance Final (20156 : Set a Public Hearing on an Ordinance Pertaining to Towing)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Ordinance Amendment Relating to Beverly Hills MSBU Rates
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Set a Public Hearing on May 10, 2022, at 1:31 p.m. on an ordinance relating to the Beverly Hills Municipal Service Benefit Unit (MSBU) rates.

The maximum annual beautification assessment is estimated to be $15 (currently $9) per Vacant Lot, Improved Lot, Condo and Apartment Dwelling Units and $42 (currently $25) per Tract or $17 (currently $10) per Acre. The rates have not been changed since the inception of the MSBU in 2001.

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:

Set a Public Hearing on May 10, 2022 at 1:31 p.m. on an ordinance of Citrus County, Florida, relating to an Ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled “authorizing special assessments on a per lot, per tract or per acre basis”; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 90 BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT, AMENDING ARTICLE XXI, SECTION 90-834 ENTITLED "AUTHORIZING SPECIAL ASSESSMENTS ON A PER LOT~~, PER TRACT OR PER ACRE~~ BASIS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 90-834 of the Code of Ordinances authorizing special assessment amounts in the ~~Bevely~~Beverly Hills area of Citrus County;

WHEREAS, on May 10, 2021, the Beverly Hills Advisory Council voted on and approved changes in the assessment amounts currently being charged.

NOW, THEREFORE, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The provisions of Article XXI, Section 90-834 are amended as follows:

(a) Roadway mowing, beautification, street lighting and other essential facilities and municipal services as authorized by this Ordinance may be funded by a special assessment on a perlot, per tract, or per acre basis, as follows:

(1) As to all improved lots located in the Beverly Hills MSBU a maximum of ~~nine~~ fifteen dollars ~~($9.00)~~ ($15.00) ~~———~~per lot in any given year. A condominium unit or apartment unit shall be treated as an improved lot.

(2) As to all partially improved lots in the Beverly Hills MSBU a maximum of ~~nine~~ fifteen dollars~~($9.00)~~ ($15.00) ~~———~~per lot in any given year.

(3) As to improved or partially improved commercial tracts and golf course tracts located in the Beverly Hills MSBU, the greater of ~~twenty-five~~ forty two dollars ~~($25.00)~~ ($42.00) per tract per year or ~~ten~~ seventeen dollars ~~($10.00)~~ ($17.00) for each acre located within a

Attachment: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

tract, provided, however, the assessment on any single tract shall not exceed ~~two hundred and fifty~~ four hundred and fifteen dollars ~~($250.00)~~ ($415.00) per tract per year.

(4) As to all other tracts not included above, a maximum per tract assessment at the same rate per acre as the per lot assessment.

(b) For the fiscal year beginning on October 1~~, 2001~~ of each year, the county administrator shall prepare and deliver to the board of county commissioners a written report setting forth recommendations for the rate of a special assessment. Upon receipt of said written report the board of county commissioners shall establish the rate of special assessment for the fiscal year beginning on October 1 ~~, 2001~~ of each year.

(c) For the purposes of this section, "lot" means a platted lot and "tract" means a platted tract as shown on the plats referred to in subsection (a) above, as well as any developed land described in Exhibit A set out at the end of this article and made a part of this section by reference and located in the county.

(d) For the purposes of this section, "improved lot" or "improved tract" means any lot or conjoined portions of lots or tract, as defined above, upon which a residential structure or a structure housing a business or commercial enterprise has been erected, as of the first of January of any year. "Partially improved lot" or "partially improved tract" means any lot or tract which is vacant land, (devoid of the improvements necessary to make it an improved lot or tract) but is accessible by a drivable road surface which road shall abut said lot or tract, as of the first of January of any year. "Undeveloped lot" or "undeveloped tract" means any lot or tract as defined above, for which there is no drivable road surface abutting said lots or tracts as of the first of January of any year.

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 90 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

Attachment: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

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: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 90 BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT, AMENDING ARTICLE XXI, SECTION 90-834 ENTITLED "AUTHORIZING SPECIAL ASSESSMENTS ON A PER LOT BASIS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 90-834 of the Code of Ordinances authorizing special assessment amounts in the Beverly Hills area of Citrus County;

WHEREAS, on May 10, 2021, the Beverly Hills Advisory Council voted on and approved changes in the assessment amounts currently being charged.

NOW, THEREFORE, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The provisions of Article XXI, Section 90-834 are amended as follows:

(a) Roadway mowing, beautification, street lighting and other essential facilities and municipal services as authorized by this Ordinance may be funded by a special assessment on a perlot, per tract, or per acre basis, as follows:

(1) As to all improved lots located in the Beverly Hills MSBU a maximum of fifteen dollars ($15.00) per lot in any given year. A condominium unit or apartment unit shall be treated as an improved lot.

(2) As to all partially improved lots in the Beverly Hills MSBU a maximum of fifteen dollars ($15.00) per lot in any given year.

(3) As to improved or partially improved commercial tracts and golf course tracts located in the Beverly Hills MSBU, the greater of forty-two dollars ($42.00) per tract per year or seventeen dollars ($17.00) for each acre located within a tract, provided, however, the

Attachment: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

assessment on any single tract shall not exceed four hundred and fifteen dollars ($415.00) per tract per year.

(4) As to all other tracts not included above, a maximum per tract assessment at the same rate per acre as the per lot assessment.

(b) For the fiscal year beginning on October 1 of each year, the county administrator shall prepare and deliver to the board of county commissioners a written report setting forth recommendations for the rate of a special assessment. Upon receipt of said written report the board of county commissioners shall establish the rate of special assessment for the fiscal year beginning on October 1 of each year.

(c) For the purposes of this section, "lot" means a platted lot and "tract" means a platted tract as shown on the plats referred to in subsection (a) above, as well as any developed land described in Exhibit A set out at the end of this article and made a part of this section by reference and located in the county.

(d) For the purposes of this section, "improved lot" or "improved tract" means any lot or conjoined portions of lots or tract, as defined above, upon which a residential structure or a structure housing a business or commercial enterprise has been erected, as of the first of January of any year. "Partially improved lot" or "partially improved tract" means any lot or tract which is vacant land, (devoid of the improvements necessary to make it an improved lot or tract) but is accessible by a drivable road surface which road shall abut said lot or tract, as of the first of January of any year. "Undeveloped lot" or "undeveloped tract" means any lot or tract as defined above, for which there is no drivable road surface abutting said lots or tracts as of the first of January of any year.

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 90 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

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: 1b Supporting Documents (20171 : Ordinance Amendment Relating to Beverly Hills MSBU Rates)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Capital Improvement Program Presentation
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The Capital Improvement Program Presentation is a time for the Board of County Commissioners to review and adjust the five-year plan.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Set the Capital Improvement Program Presentation for fiscal years 2023 - 2027 on Tuesday, April 26, 2022 at 2:00 p.m. at the Citrus County Courthouse, 110 N Apopka Avenue, Room 100, Inverness, FL.

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Proclamation - National Volunteer Week
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

National Volunteer Week, April 17 through April 23, 2022, was established as the official time to recognize and celebrate the efforts of volunteers at the local, state and national levels. During this week, all over the nation, service projects will be performed and volunteers recognized for their commitment to service in their communities.

Staff requests the Board designate April 17 through April 23, 2022, as “National Volunteer Week”.

BUDGET IMPACT/FUNDING SOURCE:

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

No budget impact

RECOMMENDED ACTION:

Approve and authorize the Board to execute a Proclamation declaring April 17th through April 23rd, 2022, as “National Volunteer Week” in Citrus County, Florida.

NATIONAL VOLUNTEER WEEK

WHEREAS it is by the talents, generosity and energy of volunteers that continue to be Citrus County's most valuable resource, and our community would be deprived of numerous programs, services and activities without the support and involvement of volunteers, and

WHEREAS, AmeriCorps Seniors in RSVP volunteers collectively served 48,900 hours at a value of $1,395,609 in 2021; and

WHEREAS, experience teaches us that government by itself cannot solve all problems; and

WHEREAS, through the dedication and devotion of volunteers, stems the true strength of citizenship.

NOW, THEREFORE, The Board of County Commissioners does hereby proclaim April 17th – 23rd, 2022 "National Volunteer Week" in Citrus County and urges all citizens to help recognize and renew the volunteer spirit of Citrus County by committing to address the needs of our community through service.

EXECUTED this 12th day of April, 2022

_____
Chairman Ronald E. Kitchen, Jr.

_____ _____
Ruthie Davis Schlabach **Holly L. Davis**

_____ _____
Jeff Kinnard, D.C. **Scott Carnahan**

Attachment: NATIONAL VOLUNTEER WEEK 2022 proclamation (19942 : Proclamation - National

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation National Volunteer Appreciation Week
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The Citrus County Sheriff's Office is requesting the Board of County Commissioner's proclaim the week of April 17 - April 23, 2022, as National Volunteer Appreciation Week 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 April 17 - April 23, 2022, as National Volunteer Appreciation Week 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 VOLUNTEER APPRECIATION WEEK

WHEREAS, the month of April has been designated nationally as Volunteer Appreciation Month to recognize the hard work, dedication and passion of volunteers and national service members throughout our nation; and

WHEREAS, every year millions of Americans give their time in service to our nation, which is a testament to the compassion and generosithy of the American spirit; and

WHEREAS, Citrus County Commemorates Volunteer Appreciation Month by recognizing its valued volunteers and the many contributions they have made to our community; and

WHEREAS, it is strongly believed government alone cannot meet all of our community's needs, so we partner with these selfless individuals who serve in our community to make a difference; and

WHEREAS, Citrus County is committed to encouraging volunteerism and national service amoung its citizens. The men and women whose generosity and servitude significantly aid in the betterment of our community are recognized and thanked for their dedicated service.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby proclaim the week of April 17-23, 2022, as National Volunteer Appreciation Week and joins in saluting the unparalleled services of the volunteers who have given countless hours for the betterment of our community.

EXECUTED this 12th day of April 2022

_____
Chairman Ronald E. Kitchen Jr.

_____ _____
Ruthie Davis Schlabach **Holly L. Davis**

_____ _____
Jeff Kinnard D.C. **Scott Carnahan**

Attachment: 4-12-22 Proc National Volunteer Appreciation Week (20089 : Proclamation National Volunteer

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Animal Control Officers Week
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The Citrus County Sheriff's Office is requesting the Board of County Commissioner's proclaim the week of April 10 - April 16, 2022, as Animal Control Officers Week 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 April 10 - April 16, 2022, as Animal Control Officers Week 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
ANIMAL CONTROL OFFICERS WEEK

WHEREAS, the Animal Control Officers provide outstanding service and Public Safety on a daily basis to the citizens of the county; and

WHEREAS, the Animal Control Officers are commended for the many dedicated and long hours of service they perform in serving this community, and for fulfilling their commitment to providing the highest and most efficient level of customer service; and

WHEREAS, Citrus County wishes to recognize the Citrus County Animal Control Officers for their services, which is in keeping with the long and distinguished tradition of the Animal Control Profession.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby proclaim April 10 through 16, 2022, as "National Animal Control Officers Appreciation Week" in Citrus County, Florida and joins in honoring the men and women whose diligence and professionalism keeps our citizens and animals safe.

EXECUTED this 12th day of April 2022

_____
Chairman Ronald E. Kitchen Jr.

_____ _____
Ruthie Davis Schlabach **Holly L. Davis**

_____ _____
Jeff Kinnard D. C. **Scott Carnahan**

Attachment: 4-12-22 Proc Animal Control Officers Week (20090 : Proclamation Animal Control Officers

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation National Public Safety Telecommunicators Week
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The Citrus County Sheriff's Office is requesting the Board of County Commissioner's proclaim the week of April 10 - April 16, 2022, as National Public Safety Telecommunicators Week 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 April 10 - April 16, 2022, as National Public Safety Telecommunicators Week 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 PUBLIC SAFETY TELECOMMUNICATORS WEEK

WHEREAS, emergencies or disasters can occur at any time requiring law enforcement, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement, fire, and emergency medical services is critical to life safety, property conservation and hazard mitigation; and

WHEREAS, the safety of our law enforcement officers, firefighters, and paramedics is dependent upon the quality and accuracy of information obtained from citizens who contact the Citrus County Sheriff's Office Public Safety Answering Point; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement, fire and emergency medical personnel by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, each Telecommunication Officer has exhibited dedication, compassion, understanding and professionalism during the performance of their mission in the past year.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the week of April 10 through April 16, 2022, as National Public Safety Telecommunicators Week and joins in honoring the men and women whose diligence and professionalism keeps our citizens safe in Citrus County, Florida.

EXECUTED this 12th day of April 2022

Chairman Ronald E. Kitchen Jr.

Ruthie Davis Schlabach

Holly L. Davis

Jeff Kinnard D.C.

Scott Carnahan

Attachment: 4-12-2022 Proc National Public Safety Telecommunicators Week (20091 : Proclamation

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Fair Housing Month of April
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Proclamation on Fair Housing Month of April, 2022.

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 month of April, 2022, as Fair Housing Month 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
FAIR HOUSING MONTH

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Citrus County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities. More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated. Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby proclaim the month of April 2022, as Fair Housing Month in Citrus County as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Citrus County, Florida.

EXECUTED this 12th day of April 2022

_____
Chairman Ronald E. Kitchen Jr.

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

Attachment: 4-12-2022 Proc Fair Housing Month (20102 : Proclamation Fair Housing Month of April)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Proclamation "Trash to Treasure" Art Exhibition
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The University of Florida IFAS Extension - Citrus County is requesting the Citrus County Board of County Commissioners to recognize and encourage participation in the Citrus County “Trash to Treasure” art exhibition.

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 Citrus County Board of County Commissioners to execute a Proclamation to recognize and encourage participation in the Citrus County “Trash to Treasure” art exhibition.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

PROCLAMATION
"Citrus County Trash to Treasures" Art Exhibition

WHEREAS, each year more than 230 million tons of solid waste go into the nation's landfills and waste-to-energy facilities; and

WHEREAS, in order to focus the attention of our students, employees, and the local community on the importance of recycling, University of Florida /IFAS Extension Citrus County, in conjunction with Citrus County Solid Waste Management, is sponsoring the second annual Citrus County Trash to Treasures Recycling art contest for Citrus County middle and high school students; and

***WHEREAS*,** student's art work must have an environmental theme and be comprised of at least seventy percent used or recycled materials. The artwork will encourage recycling and will be on display from April 11th to April 22nd at the Citrus County Courthouse in Inverness until being moved to the Lecanto Government Complex for the UF/IFAS Extension Citrus County Earth Day celebration on Saturday, April 23, 2022, and

WHEREAS, winning artists will win prize money from generous sponsor donations, a total of $395.00 in cash prizes will be awarded to those entries that show the most creative expression and innovation in their use of recycled materials; and

***WHEREAS*,** it is the hope of the exhibition sponsors that recycling awareness shall be significantly increased by students and employees as well as the community through the display of the thought-provoking artwork.

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby recognize and encourages participation in the Citrus County Trash to Treasure art exhibition, welcomes the special showing of the entries, and commends the sponsors for promoting this extraordinary project in our local community.

EXECUTED this 12th day of April 2022

_____
Chairman Ronald E. Kitchen, Jr.

_____ _____
Ruthie Davis Schlabach **Holly L. Davis**

_____ _____
Jeff Kinnard D.C. **Scott Carnahan**

Attachment: 2022 Trash to Treasure Proclamation (20168 : Proclamation "Trash to Treasure" Art

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On January 4, 2022, County and Contractor entered into an Agreement for the Residential Road Resurfacing Project FY 2021/2022 to be completed within 150 calendar days of the start date set forth in the Notice to Proceed issued by County, said start date being February 25,2022: and

On March 8, 2022, the Citrus County Board of County Commissions approved a sixty-day extension to the completion date; and

County and Contractor desire to amend the Agreement to extend the date for final completion to September 22, 2022 consistent with the Board's direction.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4110-56549	Road Resurf	$7,278,416	$1,041,858	$5,392,054	$ 844,504
8200-56549	Road Resurf	$1,448,058	$0	$1,428,966	$ 19,092
4120-56549	Road Resurf	$1,000,000	$0	$0	$1,000,000

Residential/Major Road-Road Resurfacing
Citrus Springs MSBU-Road Resurfacing
Road Maintenance CIP-Road Resurfacing

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida, and Pave-Rite, Inc. to extend the final completion date to September 22, 2022.

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	FY 2022 Residential Resurfacing Program
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The Board approved ITB 21-143; Residential Resurfacing Project FY 2022 on January 4, 2022 and awarded the contract to Pave-Rite, Inc at the bid price of $4,718,633.35 with a total contract amount of $4,750,000.00. $750,000 are MSBU funds and are to be used within Citrus Springs.

The PO was issued on January 13, 2022, the Performance Bond Recorded on January 20, 2022, and a Pre-Construction meeting was held on February 9, 2022. The notice to proceed (NTB) was issued on February 28, 2022. Consequently, from bid award to NTP was almost 60 days.

The contractor states they are not prepared to start the project and desires a contract extension of 60 days. The current executed contract provides one hundred and fifty (150) days for completion from the NTP. A 60-day extension would extend this time to 210 days from NTP.

The Board of County Commissioners and staff are getting a significant number of inquiries and concerns about the status and timeliness of road resurfacing. The belief is this is a county issue.

We understand that the contractor will be preforming a job for the Bonding Company's as the completion contractor in South Florida. We would also understand that the contractor has several other projects that they have been awarded. While road resurfacing tends to be fill in work for paving contractors, we are concerned about the number of projects the contractor has in que, however, the means, method and timing of the work is the contractors.

County staff was advised by the contractor they want a 60-day extension to the current contract which provides for one hundred and fifty (150) days for completion from the notice to proceed (NTP). If the BOCC grants the extension the contract would be extended to September 22, 2022. The contractor would also get additional time for acts of God (i.e. rain days, etc.).

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

E.15. FY 2022 Residential Resurfacing Program

Discuss options and provide direction on requested 60 day contract extension.

At the request of Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification.

Motion to approve item E15.

Prior to the vote, Mr. Oliver provided clarification to Commissioner Scott Carnahan and First Vice Chair Ruth Schlabach, followed by Board discussion

Motion was amended to approve the sixty day contract extension.

RESULT: ADOPTED [3 TO 2]

MOVER: Jeff Kinnard D.C., Commissioner District 1

SECONDER: Scott Carnahan, Commissioner, District 4

AYES: Kitchen Jr., Kinnard D.C., Carnahan

NAYS: Schlabach, Davis

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

Pave-Rite, Inc.
3411 W. Crigger Ct.
Lecanto, FL 34461
(352) 621-1600
Fax (352) 621-1645
www.paveriteflorida.com

2/15/22

Charles Leazott
Citrus County BOCC
Dept. of Public Works
Engineering Division

RE: Citrus County Residential Road Resurfacing Project FY 21/22

Charles,

Pave-Rite is requesting an additional 60 days be added to our Road Resurfacing contract referenced above.

We are working diligently to complete the take-over of the DAB Constructors resurfacing project from the previous year. We were awarded this work by the surety in early September 2021, and expected to start the work right away. Unfortunately, there were many delays in starting because of the legal requirements and Citrus County approval of the Surety's agreement. As a result, we weren't able to start until late November 2021.

We have other projects that got delayed because of the timeline of this project, which we are trying to work through. Our expectation was that we would start the DAB takeover work in mid to late September 2021, and be completed before now.

Our intent is to complete the above referenced project in a timely manner that works for both Citrus County and us.

Please consider this time extension request.

L. Michael Delgado
President
Pave-Rite, Inc.

Attachment: 2022-02-15 Letter from Pave-Rite Requesting Extention (20037 : FY 2022 Residential Resurfacing Program)

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

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
BKS Partners
4211 W. Boy Scout Blvd Ste 800
Tampa FL 33607

CONTACT NAME: Tanya Russo
PHONE (A/C, No, Ext): 813-470-5022 **FAX (A/C, No):** 813-221-1857
E-MAIL ADDRESS: tanya.russo@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Co	35289
INSURER C : Transportation Insurance Compa	20494
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVER-1
Pave Rite Inc.
3411 W Crigger Court
Lecanto FL 34460

COVERAGES **CERTIFICATE NUMBER:** 748624355 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	7011759804	1/1/2022	1/1/2023	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7011759799	1/1/2022	1/1/2023	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			7011759818	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7011958836	1/1/2022	1/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Equipment			7011759804	1/1/2022	1/1/2023	Leased/Rented TIV Scheduled Deductible	285,000 1,534,141 10%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limited worksite pollution included: limit $1,000,000 per Occurrence, $2,000,000 Aggregate
Project Bid Number: ITB 21-007 Project: West Grover Cleveland Boulevard to the Peach Orchard Water Treatment Plant (WTP) Interconnect Project Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as Additional Insured with respect to general liability, automobile liability and excess liability if required by written contract and subject to terms, conditions and exclusions of the policy. Coverage is provided on a Primary & Non-Contributory basis on the general liability, automobile liability if required by written contract and subject to terms, conditions and exclusions of the policy. A Waiver of Subrogation in favor of the Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers applies to general liability, automobile liability and workers compensation if required by written contract. 30 days' notice of cancellation will be provided to the Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers on the general liability automobile liability, workers compensation and excess liability, except for nonpayment of premium, in which case 10 days of notice will be given.

CERTIFICATE HOLDER

Citrus County, Florida
3600 West Sovereign Path
Suite 291
Lecanto FL 34461

CANCELLATION 30 Days/10 Days for Non-payment

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
Richard P. Russo Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

The Continental Insurance Company

BestLink **AMB #: 002118 NAIC #: 35289 FEIN #: 135010440**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

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

Valley Forge Insurance Company

BestLink **AMB #: 002132 NAIC #: 20508 FEIN #: 231620527**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

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.

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

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

Transportation Insurance Company

BestLink **AMB #: 002131 NAIC #: 20494 FEIN #: 361877247**

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
United States

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, 1941

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

Amendment No. 1 to the Agreement
ITB 21-143
Residential Road Resurfacing FY 2021/2022

THIS AMENDMENT is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Pave-Rite, Inc, a corporation formed and existing under the laws of the State of Florida (hereinafter referred to as "Contractor").

WHEREAS, On January 4, 2022, County and Contractor entered into an Agreement for the Residential Road Resurfacing Project FY 2021/2022 to be completed within 150 calendar days of the start date set forth in the Notice to Proceed issued by County, said start date being February 25,2022: and

WHEREAS, On March 8, 2022, the Citrus County Board of County Commissions approved a sixty-day extension to the completion date; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the date for final completion to September 22, 2022; and

NOW THEREFORE, in consideration of the original Agreement and the forgoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby extend the time for substantial completion to August 24, 2022, and the date for final completion to September 22, 2022.

3. County and Contractor agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

THIS SECTION OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Agenda Docs (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Laura Knox
Printed Name of Witness (1)

Deneen D. Ritter
Signature of Witness (2)

Deneen D. Ritter
Printed Name of Witness (2)

PAVE-RITE, INC.

BY: _____ V.P.
JERRY ZIELINSKI, VICE PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of March, 2022, by Jerry Zielinski as Vice President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 17th day of March, 2022.

NOTARY PUBLIC Signature
Printed Name: Kimberly Jackson
Commission No.: GG 912038
Expiration Date: 11-21-2023

KIMBERLY JACKSON
MY COMMISSION EXPIRES 11-21-2023
NOTARY PUBLIC
COMM. # GG 912038
STATE OF FLORIDA

Clerks Official use only

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 (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

Legal Closed on 3/17/22

Attachment: Legal Review closed on 3/17/22 (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

I've asked Purchasing to obtain a new COI with the proper ITB on it and resubmit prior to the 4/12/22 meeting.

Attachment: Insurance (20183 : ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On January 9, 2022, staff issued an Invitation to Bid to provide routine mowing of County right-of-ways, District # 11. 4 responses were received; however, two responses were non-compliant.

Staff desires to award to MWM Lawn and Landscape, LLC as the the most responsive and responsible bidder. The commencement of services will begin on May 10, 2022 for a period of three (3) years with an option to renew for three (3) additional one-year periods at a cost of $44.00 per mile for mowing and $1.00 per mile for litter pickup.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
4102- 53409	Contrct Srv	$490,000	$61,061	$54,216	$374,723

Road Maintenance – Contractual Services Mowing *Prior to award.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MWM Lawn and Landscape, LLC, to provide routine mowing of County right-of-ways for District # 11.

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

February 15, 2022

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Larry J. Brock, Acting Public Works Director

SUBJECT : ITB # 22-044 Mowing of County Right-of-Ways, District 11

Staff is recommending award of ITB # 22-044 – Mowing of County Right-of-Ways, District 11 to MWM Lawn and Landscape, LLC as the lowest qualified bidder.

Please place this item on the agenda.

JLS/dma

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

BID TABULATION
ITB 22-044, Rebid Contract Mowing District 11

COMPANY NAME:	Gilmer Lawn Services, Inc		MHS Companies, Inc		MWM Lawn and Landscape, LLC		Paff Landscape. Inc.	
	Per Mile/Mowing	Extended Price	Per Mile/Mowing	Extended Price	Per Mile/Mowing	Extended Price	Per Mile/Mowing	Extended Price
Price - Mowing		•$0.00	$45.00	$112,320.00	$44.00	$109,824.00	$85.00	$212,160.00
	Per Mile/ Litter Pick up	Extended Price	Per Mile/Mowing	Extended Price	Per Mile/Mowing	Extended Price	Per Mile/Mowing	Extended Price
Price - Litter Pick up		$0.00	$60.00	$9,000.00	$1.00	$150.00	$40.00	$6,000.00
Total (Extended Price 1+2)	**Bid Form Incomplete**		**$121,320.00**		**$109,974.00**		**$218,160.00**	

Gilmer had an incomplete Bid Form- Page 3 missing
Paff Landscape - Not complaint

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: Contract Mowing District 11
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Road Maintenance

ACCOUNT NUMBER: 102-4102-53409
(Four lines maximum)

BUDGET AMOUNT: 490,000.00

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Bids are requested for the contract mowing with litter pickup of County maintained roadways. It is the intent of this bid to cover the work involved with routine mowing of County rights-of-way for the purpose of controlling vegetative growth on the shoulders, ditches, back-slopes, and other grassed areas with litter pickup as specified.

REQUESTOR (SIGNATURE)	Debbie Allbritton	**DATE** 10/26/21
REQUESTOR (PRINT NAME)	Debbie Allbritton	**DATE** 10/26/21
DIVISION DIRECTOR		**DATE** 10/27/2021
DEPARTMENT DIRECTOR	N/	**DATE** 10/28/21
MANAGEMENT & BUDGET DIRECTOR	Cpscott	**DATE** 10·28·21

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2021

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: Kristin Purdy	
Insurance Resources & Risk Management 20 W Norvell Bryant Hwy Hernando FL 34442	PHONE (A/C, No, Ext): (352) 527-1488	FAX (A/C, No):
	E-MAIL ADDRESS: KristinP@Lassiterware.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Main Street America Protection Insurance Company	13026
	INSURER B : Old Dominion Insurance Co. 01573	40231
	INSURER C : Markel Insurance Co.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
MWM Lawn and Landscape, LLC
PO BOX 1913
LECANTO FL 34460-1913

COVERAGES CERTIFICATE NUMBER: CL2191370338 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	MPT2676T	09/09/2021	09/09/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG FITRV	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	B1T2676T	09/14/2021	09/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
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	Y	MWC0085023	09/23/2021	09/23/2022	[ ] 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also listed as Additional Insured with respect to General and Automobile Liability. Waiver of Subrogration applies to General Liability Automobile & Workers Comp policies.

CERTIFICATE HOLDER

Citrus County, Florida A Politicial Subdivision of the State of Florida
3600 W Sovereign Path
Suite 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kristin Purdy

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

Main Street America Protection Insurance Company

BestLink AMB #: 013849 NAIC #: 13026 FEIN #: 260436940

Domiciliary Address
4601 Touchton Road East Suite 3400
Jacksonville, Florida 32246-4486
United States

Web: www.msagroup.com
Phone: 904-380-7282
Fax: 603-355-5577

AM Best Rating Unit: AMB #: 000124 - American Family 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, 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	February 28, 2011

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	February 28, 2011

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Joni Cerbone
Director: Robert Raber

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Family Mutual Insurance Co., S.I., Its Affiliates and American Family Life Ins. Co.
May 27, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 2011.

Financial Strength Rating

Long-Term Issuer Credit Rating

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

Old Dominion Insurance Company

BestLink AMB #: 002822 NAIC #: 40231 FEIN #: 592070420

Domiciliary Address
4601 Touchton Road East Suite 3300
Jacksonville, Florida 32246-4486
United States

Web: www.msagroup.com
Phone: 904-380-7282
Fax: 603-355-5577

AM Best Rating Unit: AMB #: 000124 - American Family 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, 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 29, 1992

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	January 29, 2008

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Joni Cerbone
Director: Robert Raber

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Family Mutual Insurance Co., S.I., Its Affiliates and American Family Life Ins. Co.
May 27, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1992.

Financial Strength Rating

Long-Term Issuer Credit Rating

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

AM Best Rating Services

Markel Insurance Company

BestLink AMB #: 002699 NAIC #: 38970 FEIN #: 363101262

Administrative Office
4521 Highwoods Parkway
Glen Allen, Virginia 23060
United States

Web: www.markelcorp.com
Phone: 804-747-0136
Fax: 804-527-7905
View Additional Address Information

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

AM BEST A Excellent

View additional news, reports and products for this company.

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group

Based on AM Best's analysis, 058405 - Markel Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 15, 2021
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 15, 2021
Initial Rating Date:	June 29, 2005

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Alan Murray
Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
September 15, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1983.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

And

MWM Lawn and Landscape, LLC, (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	Chloe Moff, Managing Member MWM Lawn and Landscape, LLC PO Box 1913 Lecanto, FL 34460 Phone:352-422-3385 Fax: N/A Email: mwmlawn@gmail.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the 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:
Exhibit "A" – Scope of Services
Exhibit "B" – Bid Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin on May 10, 2022, for a period of three (3) years with an option to renew for three (3) additional one (1) year periods. 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: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, 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 noted in Section 9.0 shall be or per the fee schedule shown in Exhibit "B", attached to this Agreement. The fees shown in Exhibit "B" shall be firm for three years from the date that this Agreement is executed by the parties.

Contractor may request an increase in fees for each year after the initial three (3) year period. 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 each renewal 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

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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 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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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 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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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.

14.5 Other Insurance Provisions:

14.5.1 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.

14.5.2 The project's agreement number shall be noted on the certificate. **ITB 22-044**

14.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.5.4 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.

14.5.5 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.

14.5.6 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.

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

14.5.8 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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.5.11 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.

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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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.

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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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.

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

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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 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.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

MWM LAWN AND LANDSCAPE, LLC

Signature of Witness (1)

Karin McMahan
Printed Name of Witness (1)

Nicole Burns
Signature of Witness (2)

Nicole Burns
Printed Name of Witness (2)

BY: Chloe Moff
CHLOE MOFF, MANAGING MEMBER

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 18th day of March, 2022, by Chloe Moff as Managing Member who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 18th day of March, 2022.

Official use only

Georgette R Brock
NOTARY PUBLIC Signature
Printed Name: Georgette R Brock
Commission No.: GG952648
Expiration Date: 1/28/24

SEAL

Notary Public State of Florida
Georgette R Brock
My Commission GG 952648
Expires 01/28/2024

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR. CHAIRMAN

DATE: _____

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

EXHIBIT "A"
SCOPE OF SERVICES

It is the intent of these specifications to cover the work involved with routine mowing of County rights-of-ways District 11, Citrus Springs, Unit 1-27, ROW Width 60/80/100, (miles totaling approximately 416) for the purpose of controlling growth on shoulders, ditches, back-slopes, and other grassed areas. It is recognized and understood that the prime purpose of grassed shoulders, ditches, and back-slopes is to control erosion, and secondly, to provide a stabilized recovery area. The Contractor is, therefore, responsible for proper procedures to assure the purpose of grassed recovery areas is not jeopardized by his activities.

The number and size of mowers and power equipment used is at the Contractor's option. It is a requirement of these specifications, however, that the work required be performed in a timely fashion, and that the rights-of-way be kept neat and reasonably clean.

The Contractor shall furnish and erect such temporary signs as are necessary to protect the traveling public as well as his own equipment and work force. Such signs shall be placed at intervals along the roadway and shall be maintained during the period of operations to advise motorists of the potential hazard existing due to slow moving equipment. Contractor must have an individual on site during the mowing, trimming and litter pick-up who is certified in Work Zone Safety, Maintenance of Traffic (MOT) - Intermediate Level, in accordance with the Florida Department of Transportation requirements.

Mowing should begin in April and continue through November. Contractor's work schedule will be restricted to the hours of 7:00 a.m. to 7:00 p.m. unless otherwise approved by the Director of Road Maintenance.

Mowers shall be equipped with devices to curtail the discharge of objects from beneath the mower. Those devices may consist of chains or other methods which will, in the opinion of the Director of Road Maintenance, tend to hold rocks, glass and other potential projectiles under the mower housing. Tractors used to propel the mowers shall be rubber-tired such that the wheels will not penetrate the ground to such an extent as to create channels or ponding on shoulders and side slopes.

Mowing on steep slopes (3:1 or steeper) will not be required, nor will the Contractor be required to mow around guardrails. That work will be performed, as needed, by County forces.

Mowers shall be set at a mowing height of (6") six inches, unless specifically otherwise ordered by the Director of Road Maintenance. Mowing shall proceed from the edge of pavement outward except as may be otherwise approved by the Director of Road Maintenance.

Generally, each road will be mowed 6 times a year. The Director of Road Maintenance shall be the sole judge of when mowings are to be performed. Also, any one or more scheduled mowings may be deleted if growth fails to reach the point where mowing is needed.

Litter pick-up will be completed prior to mowing events on specified roads and will include the entire mowing area. Litter will be bagged and taken to the Citrus County Landfill. Citrus County will be responsible for the disposal cost. (Miles totaling approximately 25 for the specified roads requiring litter pickup)

It shall be the Contractor's responsibility to check these roads for rights-of-way and distances prior to submitting bids. Contractor may view maps showing the listed roads at the County's Road Maintenance Office located at 1300 S. Lecanto Highway, Lecanto, Florida.

Bids are requested by the mile. It is the County's intent to mow full rights-of-way width.

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

EXHIBIT "B"

BID SCHEDULE

	Per Mile/Mowing
Price - Mowing	$44.00
	Per Mile/Litter PU
Price - Litter Pick up	$1.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: ITB 22-044 Agenda docs (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

Closed on November 16, 2021

Attachment: Legal Request No. 2031 (20187 : ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 22-043 Furnish Limerock Base Material
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On January 9, 2022, staff solicited bids to furnish limerock base material that complies with F.D.O.T 911 Standard Specifications. This material is used for maintenance, repairs and construction of county roadways, bridges and drainage throughout the County. Two bid submittals were received:

Staff desires to award ITB 22-043 on a split basis to both of the bidders and only have received the Agreement from Crystal River Quarries, Inc. at this time and when the Green Dream International, LLC Agreement is received it will be brought in front of the Board for approval at a later date:

Crystal River Quarries, Inc.
Green Dream International, LLC

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
4102-55300	Road Materia	$310,100	$81,008	$72,237	$156,855

Road Maintenance-Road Materials & Supplies * Prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Crystal River Quarries, Inc. to furnish lime rock base material for a period of three (3) years with an option to renew for three (3) additional one (1) year periods.

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: Furnish Limerock Base Material per F.D.O.T. Section 911, Standard Specifications
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Road Maintenance

ACCOUNT NUMBER:
(Four lines maximum) 102-4102-55300

BUDGET AMOUNT: $25,000.

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

This bid request is to furnish limerock base material. This material is used for repairs and construction of County roadways. It is also used for maintenance of roadways, bridges, and drainage throughout the County.

REQUESTOR (SIGNATURE)		DATE 12/23/21
REQUESTOR (PRINT NAME)	Debbie Albritton	DATE 12/23/21
DIVISION DIRECTOR		DATE 12/23/2021
DEPARTMENT DIRECTOR		DATE 12/28/2021
MANAGEMENT & BUDGET DIRECTOR		DATE 12-28-2021

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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

February 22,2022

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Larry J. Brock, Interim Public Works Director

SUBJECT : ITB 22-043 FURNISH LIMEROCK BASE MATERIAL

Staff is recommending award of ITB 22-043 on a split bid basis for Furnishing Limerock Base Material as follows:

Crystal River Quarries, Inc.

GreenDream International, LLC.

If you require additional information, please do not hesitate to contact me.

JLS/dma

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

Company			Crystal River Quarries		GreenDream International
ITEM	TONS	PRICE PER TON	BASE BID	PRICE PER TON	BASE BID
Limerock Base Material Price Per Ton	$ 15,000.00	$ 8.50	$ 127,500.00	$ 9.45	$ 141,750.00

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/25/2022

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 Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	**CONTACT NAME:** Sandra Perryman **PHONE (A/C, No, Ext):** (352) 732-5010 **FAX (A/C, No):** (352) 732-5344 **E-MAIL ADDRESS:** Sandra.perryman@bbocala.com
INSURED Crystal River Quarries Inc. PO Box 216 Crystal River FL 34423-0216	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** BITCO General Insurance Corporation 20095 **INSURER B :** **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:			CLP3710436	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 	$ 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			CAP3710435	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP2819595	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	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		WC3710434	10/01/2021	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured in respects to General Liability when required by written contract or agreement. Waiver of Subrogation in favor of certificate holder applies to the General Liability and work comp when required by written contract or agreement Contract ID-ITB 22-043

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Pass
Suite 266
Lecanto FL 34460

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: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

BITCO General Insurance Corporation

BestLink **AMB #: 002075 NAIC #: 20095 FEIN #: 360810360**

Domiciliary Address
3700 Market Square Circle
Davenport, Iowa 52807-2309
United States

View additional news, reports and products for this company.

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)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 21, 2021
Initial Rating Date:	June 30, 1922

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____ 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Crystal River Quarries, 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	Frank J. Colitz, President Crystal River Quarries, Inc. 7040 N. Suncoast Blvd. Crystal River, FL 34461 Phone:352-795-2409 Faxl:352-795-6499 Email: crq@infionline.net

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:
Exhibit "A" – Specifications
Exhibit "B" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin on May 8, 2022, for a period of three (3) years with an option to renew for three (3) additional one (1) year periods. 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 one hundred twenty (120) 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: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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 noted in Section 9.0 shall be as per the unit pricing shown in Exhibit "B", attached to this Agreement. The prices shown in Exhibit "B" shall be firm for three years from the date that this Agreement is executed by the parties.

Contractor may request an increase in prices for each year after the initial three (3) year period. The request to increase the prices 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 each renewal 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

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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 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.

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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 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 Workers Compensation and Employer's Liability:

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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 proposal number shall be noted on the certificate. **ITB 22-043**

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 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-.

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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.

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

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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.

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).

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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.

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

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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.

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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 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.

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

CRYSTAL RIVER QUARRIES, INC.

Signature of Witness (1)

Brittany Wilson
Printed Name of Witness (1)

Signature of Witness (2)

Lance Ives
Printed Name of Witness (2)

BY: _____
FRANK J. COLITZ, PRESIDENT

STATE OF FL
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of March, 2022, by Frank Colitz as President who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 7 day of March, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Brittany Wilson
Commission No.: HH028079
Expiration Date: 8/4/24

SEAL

BRITTANY AYN WILSON
Notary Public - State of Florida
Commission # HH 028079
My Comm. Expires Aug 4, 2024
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

EXHIBIT "A"
SPECIFICATIONS

1. Standard Specifications, Section 911.

2. Limerock material shall not contain cherty or other extremely hard pieces, or lumps, or balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the limerock base.

   At least 97% (by weight) of the material shall pass a 3 ½ inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

   Limerock material used in construction of limerock base shall have an average LBR value of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3. The minimum percentage of carbonates (of calcium and magnesium) in the limerock material shall be 70%.

4. Bidder must submit Certified Copy of F.D.O.T. Mine number, laboratory report showing the mine to have been tested within the last six (6) months and results must be attached with bid.

5. Successful bidder must submit with rock bill, each quarter, a report showing the scales have been tested by a Certified Scale Company and that the scales are well within the tolerances required by Department of Weights and Measures of the State of Florida. No bill will be paid to successful bidder without this report.

6. Material to be loaded on County trucks by successful bidder. Material must come from an F.D.O.T. Certified stockpile, F.D.O.T. proof of certification to be within the last six (6) months.

3. Successful Bidder must:

   a. Have at least one machine and man at the mine at all times from 7:00 A.M. until 5:00 P.M., Monday through Thursday to load County Trucks.

   b. Copy of inspection and test made by the State, and results showing rock to be within those specifications shown above will be required.

8. The County may award bids to one or more Vendors. The County, at its option, will select one Vendor to provide limerock base material for each project, by taking into consideration the Vendor's per ton price and the hauling distance between the Vendor's facility and the maintenance complex in Lecanto in order to provide the lowest cost to the County. An example of this is as follows:

Example:	Supplier 1	Supplier 2	Supplier 3
Hauling Cost per/mile	.14	.14	.14
X Haul Miles	8	8	8
+ Bid Price	$1.42	$1.39	$1.47
Total Costs	$2.54	$2.51	$2.59

(Hauling cost per/mile x haul miles + bid price = total cost)

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

9. If in the opinion of the Director of Road Maintenance any Vendor's limerock base material does not meet the above specifications, purchases will not be made from that Vendor until that Vendor can demonstrate that their material has been brought into specification.

EXHIBIT "B"
BID PRICING

ITEM	TONS	PRICE PER TON
Limerock Base Material Price Per Ton	15,000	$8.50

Attachment: 4-12-22 ITB 22-043 Agenda Docs [Revision 1] (20201 : ITB 22-043 Furnish Limerock Base Material)

Request #2087

Attachment: ITB 22-043 Legal request closed 12/29/2021 (20201 : ITB 22-043 Furnish Limerock Base Material)

Need revised COI prior to the board meeting, adding a WOS on the WC and AI and WOS on the Auto.

Attachment: Insurance (20201 : ITB 22-043 Furnish Limerock Base Material)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine Constructors, LLC
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On July 13, 2021, Board awarded an Agreement to Constantine Constructors, LLC for the construction, including labor and materials for the Sea Otter Path Sewer Addition Project to be completed within 150 calendar days of the start date set forth in the Notice to Proceed issued by County, said start date being September 6, 2021.

On February 8, 2022, County and Contractor entered into Amendment No. 1 to the Agreement to ratify the terms of the Amended Notice to Proceed and extend the time for final completion to April 4, 2022.

On February 25, 2022, due to unforeseen circumstances of Vendor's continued inability to receive materials to fabricate equipment which prevented Contractor from completing the work, a second Amended Notice to Proceed was issued advising Contractor to continue to proceed with the work and achieve final completion of the work on or before June 3, 2022.

Staff desires Board approval to amend the Agreement in order to ratify the terms of the second Amended Notice to Proceed and extend the final completion to June 3, 2022. This is a time extension only and does not affect project cost.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9000F1-56300	Improve othe	$502,596	$5,604	$243,547	$253,445

Improve other than Bldg-Sea Otter Path

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida, and Constantine Constructors, LLC to extend the final completion date to June 3, 2022.

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7646 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TDD Telephone: (352) 527-5466
www.citrusbocc.com

AMMENDED NOTICE TO PROCEED

TO: Constantine Constructors, LLC.
1988 Lewis Turner Blvd., Unit 3
Fort Walton Beach, FL 32547

DATE: February 25, 2022

PROJECT: ***Sea Otter Path Sewer Addition Project ITB 21-063***

Constantine Constructors LLC is requesting an additional 60 days be added to the project due to Vendor inability to receive materials to fabricate equipment (wet well). Pursuant to Article 9.0 of the agreement, Constantine Constructors LLC is hereby notified to continue with the work that commenced on **September 6, 2021,** and to achieve Substantial Completion on or before **May 4, 2022,** and Final Completion on or before **June 3, 2022.**

OWNER: Citrus County Board of County Commissioners
Water Resources Department

BY: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2022.02.25 14:35:04-05'00'

Christina Malmberg, P.E, Utility Planning and Engineering Director,
Department of Water Resources

ACCEPTANCE NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

BY: _____

David Marshall, (Secretary/Treasurer or designated representative)
Constantine Constructors, LLC.

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

1988 Lewis Turner Blvd.
Unit #3
Fort Walton Beach, FL 32547

(850) 833 - 6978

February 25, 2022

Jeanette Smith Water Resources Project Manager
Citrus County Board of County Commissioners
Water Resources
3600 W Sovereign Path Suite 266
Lecanto, FL 34461

Subject: AA-2 – Request for Extension of Time due to unforeseen conditions.

Dear Ms. Smith:

Attached please find Constantine Constructors, LLC (CCL) request for additional time due to unforeseen conditions associated with our vendor unable to acquire the necessary materials to complete the fabrication of the wet well and valve vault.

Additionally, because of the lead times with manufacturing, and to further minimize cost, we demobilized our construction equipment. With limited availability of construction equipment, we have confirmed construction equipment will be delivered the week of March 8.

Once again, I want to take this opportunity to thank you and staff for your understanding.

Should you have any questions, please feel free to contact me at 850.420.3289.

Sincerely,

Dave Marshall

Constantine Constructors, LLC
David G. Marshall
President, Managing Member

Attachments

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

REQUEST FOR CHANGE ORDER

Constantine Constructors, LLC

RCO NO.:	Amendment #AA2
DATE:	February 25, 2022
PROJECT:	ITB 21-063 - Sea Otter Path Sewer Extension
PROJECT NO.:	447.04
CONTRACTOR:	Constantine Constructors, LLC
KEY WORD DESCRIPTION:	Extension of time

THE FOLLOWING MODIFICATION TO THE CONTRACT HAS BEEN IDENTIFIED. PURSUANT TO GENERAL CONDITIONS, THIS QUOTATION INCLUDES AN ITEMIZED BREAKDOWN OF CONTRACTOR AND SUBCONTRACTOR COSTS, INCLUDING LABOR, MATERIALS, RENTALS, APPROVED SERVICES, OVERHEAD, AND PROFIT. THIS REQUEST SHALL NOT BE CONSIDERED AUTHORIZATION TO PROCEED WITH THE WORK HEREIN DESCRIBED.

TO BE COMPLETED BY INITIATOR OF REQUEST:

1. **SCOPE OF WORK:**

1.Extension of time

2. **REASON(S) FOR MODIFICATIONS:**

1. Vendors unable to receive materials to fabricate equipment (wet well). Unforeseen conditions.

3. **APPROVAL OF REQUEST:**

CONTRACTOR: Constantine Constructors, LLC Dave Marshall David G. Marshall/President	DATE: February 25, 2022
OWNER: Citrus County Board of County Commissioners Dept of Water Resources (Utility Planning & Engineering) Jeanette Smith Digitally signed by Jeanette Smith Date: 2022.02.25 14:38:20 -05'00' Jeanette Smith/Project Manager	DATE: February 25, 2022

4. **TOTAL COST OF MODIFICATION (ATTACH BREAKDOWN)** — $0.00

5. **WILL A MODIFICATION TO THE CONTRACT TIME BE REQUIRED?**

X YES NO

DURATION — 60 CALENDAR DAYS

5/4/2022 (substantial), 6/3/2022(final)

6. **ATTACHMENT IDENTIFICATION: (LIST)** — N/A

7. **QUOTATION IS IN EFFECT UNTIL (DATE)** — N/A

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

J.H. Wright & Associates, Inc.

P.O. BOX 1085
DAPHNE, AL 36526
TELEPHONE: (251) 621-1491

FAX (251) 621-1491
www.jhwright.com

Dave,

The lift station package for the Sea Otter project has been delayed numerous times due to manufacturer delays in shipping equipment. There is currently a worldwide shortage of raw materials used to make fiberglass tanks (resins, cloth, etc) which have pushed standard lead times from 2-3 weeks out to 8-10 weeks.

The valve box specified for the project was also delayed from the manufacturer and is scheduled to arrive any day. The rectangular poly valve box that was specified, is source from an overseas supplier and the additional time in sea freight and customs pushed the lead time to 10 weeks.

We apologize for the delay in getting the lift station package to you in a timely manner but unfortunately were not able to make any progress without the major materials on hand. We look forward to getting the system in place and in operation as quickly as possible.

Thanks,

Jason Box
Industrial Sales Engineer

Celebrating 60+ Years

J.H. Wright & Associates, Inc.
Pumps & Process Equipment

C: 334.618.0503
P: 256.734.7948
EMAIL: jbox@jhwright.com

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Waldorff Insurance & Bonding
45 Eglin Parkway NE Ste 202
Fort Walton Beach FL 32548

CONTACT NAME:
PHONE (A/C, No, Ext): 850-581-4925 **FAX (A/C, No):** 850-581-4930
E-MAIL ADDRESS: receptionist@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Ins Co.	32506
INSURER B : Brierfield Insurance Co.	10993
INSURER C : The FCCI Insurance Company	10178
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CONSCON-03
Constantine Constructors LLC
G2 Constructors LLC
1988 Lewis Turner Blvd, Unit 3
Fort Walton Beach FL 32547

COVERAGES **CERTIFICATE NUMBER:** 1499995777 **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	GL100058722	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA100058721	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB100058720	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100058719	7/1/2021	7/1/2022	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
C C	Leased/Rented Equipment Installation Floater			TBD TBD	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Limit / Deductible Limit / Deductible	250,000 / 500 200,000 / 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability and Auto Liability. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability, Auto Liability, and Workers Compensation.
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability and Auto Liability.
Cancellation Provision: 45 Days Notice of Cancellation except 10 days for non-payment of premium as respects to Workers Compensation.

CERTIFICATE HOLDER
Citrus County, Florida, a political subdivision
of the State of Florida
3600 W. Sovereign Path
Ste 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
K. Wayne Walker

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

Monroe Guaranty Insurance Company

BestLink **AMB #: 003689 NAIC #: 32506 FEIN #: 351322669**

Administrative Office
6300 University Parkway
Sarasota, Florida 34240-8424
United States

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709
View Additional Address Information

AM Best Rating Unit: AMB #: 018290 - FCCI 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, 050127 - FCCI Mutual Insurance Holding 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 (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	June 30, 1981

Brierfield Insurance Company

BestLink **AMB #: 012306 NAIC #: 10993 FEIN #: 640911627**

Administrative Office
6300 University Parkway
Sarasota, Florida 34240-8424

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

United States

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709
View Additional Address Information

AM Best Rating Unit: AMB #: 018290 - FCCI 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, 050127 - FCCI Mutual Insurance Holding 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 (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	November 08, 1999

FCCI Insurance Company

BestLink **AMB #: 011257 NAIC #: 10178 FEIN #: 591365094**

Domiciliary Address
6300 University Parkway
Sarasota, Florida 34240-8424
United States

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709

AM Best Rating Unit: AMB #: 018290 - FCCI Insurance Group

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

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, 050127 - FCCI Mutual Insurance Holding 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 (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	December 18, 1995

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

Amendment No. 2 to the Agreement
ITB 21-063
Sea Otter Path Sewer Addition Project

THIS AMENDMENT is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Constantine Constructors, LLC, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "Contractor").

WHEREAS, On July 13, 2021, County and Contractor entered into an Agreement for the construction, including labor and materials for the Sea Otter Path Sewer Addition Project to be completed within 150 calendar days of the start date set forth in the Notice to Proceed issued by County, said start date being September 6, 2021: and

WHEREAS, On December 8, 2021, due to unforeseen circumstances including Vendor's inability to receive materials to fabricate equipment which prevented Contractor from completing the work within 150 days, an Amended Notice to Proceed was issued advising Contractor to continue to proceed with the work and achieve final completion of the work on or before April 4, 2022: and

WHEREAS, On February 8, 2022, County and Contractor entered into Amendment No. 1 to the Agreement to ratify the terms of the Amended Notice to Proceed and extend the time for final completion to April 4, 2022; and

WHEREAS, On February 25, 2022, due to unforeseen circumstances of Vendor's continued inability to receive materials to fabricate equipment which prevented Contractor from completing the work, a second Amended Notice to Proceed was issued advising Contractor to continue to proceed with the work and achieve final completion of the work on or before June 3, 2022: and

WHEREAS, County and Contractor desire to amend the Agreement in order to ratify the terms of the second Amended Notice to Proceed and extend the time for final completion to June 3, 2022, and

NOW THEREFORE, in consideration of the original Agreement and the forgoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County hereby ratifies the action of the Department of Water Resources in issuing the second Amended Notice to Proceed.
3. County and Contractor hereby extend the time for substantial completion to May 4, 2022, and the date for final completion to June 3, 2022.
4. County and Contractor agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

THIS SECTION OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement is accepted by the parties as of the date noted below.

CONSTANTINE CONSTRUCTORS, LLC

Signature of Witness (1)

Printed Name of Witness (1) Jon Schnall

Signature of Witness (2)

Printed Name of Witness (2) Lisa Huntsman

BY: _____
DAVID G. MARSHALL, MEMBER/PRESIDENT

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of March, 2022, by DAVID G. MARSHALL as Member President who is ☐ personally known to me or ☒ who produced AL DL 627-4823 as identification.

Witness my hand and official seal this 11th day of March, 2022.

NOTARY PUBLIC Signature
Printed Name: Carol Ann Oliver
Commission No.: 229948
Expiration Date: 02/16/2026

Notary Public State of Florida
Carol Ann Oliver
My Commission
HH 229948
Exp. 2/16/2026

SEAL

Clerks Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 4-12-22 ITB 21-063 Agenda Docs (20184 : ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On June 22, 2021, the Board awarded Ability Care Services, Inc., as one of 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 Ability Care Services, 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.

BUDGET IMPACT/FUNDING SOURCE:

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

Multiple Grants and Departments - Community Services

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Ability Care Services, Inc. to add Homemaker and 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: 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- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

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- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/07/2022

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 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, LLC
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C, No, Ext): 800-723-9624 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Certain Underwriter's at Lloyd's, London	AA1128623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ability Care Services, Inc.
635 W. Hwy 50, Suite E.
Clermont, FL 34711

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	MSK0332239184	07/01/2021	07/01/2022	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 $ 250,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			MSK0332239184	07/01/2021	07/01/2022	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 [ ] N/A (Mandatory in NH) 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			MSK0332239184	07/01/2021	07/01/2022	Each Claim 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)
Citrus County, Florida is named additional insured on General Liability and Automobile Liability and Citrus County, Florida is granted a waiver of subrogation on General Liability and Automobile Liability.
Crime Coverage: POL#37BDDIF0786 09/25/2019 - 09/25/2022 Hartford Fire Insurance Company
Employee Theft - Client Premises Limit: $100,000 Deductible: $1,000

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

CERTIFICATE HOLDER

2486416
Citrus County Florida
2804 W. Marc Knighton Ct., Key #6
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/14/2022

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 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 Ability Care Services, Inc. 635 W Hwy 50 Clermont, FL 34711	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N9WC313698	12/30/2021	12/30/2022	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)

A waiver of subrogation is included on the worker's compensation policy in favor of Citrus County Florida (see endorsement attached)

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

AM Best Rating Services

Lloyd's

BestLink | **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.

AM BEST A Excellent

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

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+

Best's Credit Rating Analyst

Rating Office: A.M. Best Europe - Rating Services Ltd.
Associate Director : Jessica Botelho
Director-Analytics: Timothy Prince

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Note: Credit Ratings on this company are European Union Endorsed

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Lloyd's
July 21, 2021

View AM Best's Rating Review Form

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

Hartford Fire Insurance Company

BestLink **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

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Kathryn Steffanelli
Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
July 29, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Long-Term Issuer Credit Rating

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

AM Best Rating Services

Berkshire Hathaway Direct Insurance Company

BestLink **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

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.

AM Best Rating Unit: AMB #: 004917 - National Indemnity Group

Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 06, 2022
Initial Rating Date:	June 30, 1977

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aaa (Exceptional)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 06, 2022
Initial Rating Date:	December 10, 2015

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Gregory Dickerson
Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of National Indemnity Company and Its Affiliates
January 06, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1977.

Financial Strength Rating | **Long-Term Issuer Credit Rating**

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

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 Ability Care Services, 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 THE PAGE INTENTIONALLY LEFT BLANK

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

DEBORAH DODA
Printed Name of Witness (1)

Signature of Witness (2)
Susan L Hays-South

Printed Name of Witness (2)

ABILITY CARE SERVICES, INC.

BY: _____
TAISHA TROTMAN, ADMINISTRATOR
PHYSICALLY PRESENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14 day of JANUARY, 2022, by TAISHA TROTMAN as ADMINISTRATOR who is ☐ personally known to me or ☑ who produced DRIVERS LICENSE as identification.

Witness my hand and official seal this 14 day of JANUARY, 2022.

NOTARY PUBLIC Signature
Printed Name: DEBORAH DODA
Commission No.: GG354771
Expiration Date: 7/15/2023

SEAL

DEBORAH DODA
Notary Public
State of Florida
Comm# GG354771
Expires 7/15/2023

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: Agenda Docs- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

EXHIBIT "B"							
RFQ 21-003							
ABILITY 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	$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	**$21.00**	$18.00		$18.00
	2	$19.00	$19.00	**$22.00**	$19.00		$19.00
	3	$20.00	$20.00	**$23.00**	$20.00		$20.00
Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$18.00	$18.00	**$21.00**	$18.00		$18.00
	2	$19.00	$19.00	**$22.00**	$19.00		$19.00
	3	$20.00	$20.00	**$23.00**	$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- Ability (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

Closed on November 9, 2021- This was a multi Vendor Amendment that we sent one Amendment and used this on all-Insurance has been a problem receiving and finally received everything.

Attachment: Legal Request No. 2004 (20189 : RFQ 21-003 Amendment No. 1; In Home Health Services, Ability Care Services, Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI Engineering, LLC
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On September 12, 2021, staff advertised RFQ 21-119 for Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility and received four (4) qualification statements.

After staff evaluation and oral presentations, it was recommended to begin the negotiation process to develop a scope of services and cost for the design of the project with TOCOI Engineering, LLC.

Staff is requesting approval to award TOCOI Engineering, LLC to design a new Citrus County Animal Shelter Facility at a cost of $986,737.35.

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 an Agreement between Citrus County, Florida and TOCOI Engineering, LLC to provide a design of a new County Animal Shelter facility when the signed Agreement is received from Consultant with approval from Risk Management and County Attorney offices.

CONSULTANT AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

TOCOI Engineering, L.L.C., (Consultant).

2.0 Designated Contact Person as to County:
Colleen Yarbrough, Director
Department of Animal Services
4030 South Airport Road
Inverness, FL 34450
Phone: (352) 746-8400
FAX: (352) 726-4120
Email: colleen.yarbrough@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Charles Sohm, PE, Project Manager/Project Engineer
TOCOI Engineering, L.L.C.
714 N. Orange Ave.
Green Cove Springs, Florida, 32043
Phone: 904-215-1388 Ext 305
FAX: N/A
Email: csohm@tocoi.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 "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) provision of any Work Authorization assigned to Consultant in reference to this project (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 Scope of Services and Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be from the date that the Parties have executed the Agreement until the completion and closeout of the project authorized by and accepted 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.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

8.0 Modification of Agreement: The 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 Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the 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: Consultant shall provide professional engineering and consulting services for the design of a new Citrus County Animal Shelter Project in accordance with the Scope of Services attached hereto as Exhibit "A". All Services will be performed by Consultant to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Consultant's performance of the Services.

9.1 Additional Services: Services that may be required after expiration of the Agreement, 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 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 without invalidating the 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 Agreement.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of this 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 terminate the 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 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 the 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 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 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 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 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 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 Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Consultant's Proposal is deficient in scope or the there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Consultant's Proposal (scope, schedule, and fee), Consultant shall prepare a final Proposal 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, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Proposal, 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 Proposal 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 Proposal regardless of whether County does or does not accept Consultant's Proposal.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this 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 Fee Schedule: Compensation to be paid to Consultant for the provision of their Services based on Consultant's fee schedule attached hereto as Exhibit "A" 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 Agreement by a written Amendment.

10.1 Changes in Consultants Fee Schedule: Before making any additions or deletions to the work 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 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 Agreement. For this purpose, the end of the 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. 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. At a minimum, the payment requests shall include the Agreement 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 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 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 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 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 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”, 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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, 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 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 Agreement 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 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.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 Respondent 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.

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.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

14.6.2 The project's number should be noted on the certificate.

14.6.3 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.

14.6.4 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 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.

14.6.5 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.

14.6.6 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.

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

14.6.8 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.

14.6.9 With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.10 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.11 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 Agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating 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 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 Consultant'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.

18.2 Assignment: Neither County nor Consultant 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, 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 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 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 Funds: If sufficient funding is not available for Consultant 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 Consultant'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, 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 Disposal of Wastes: Consultant shall handle any waste materials generated by the Consultant 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.

18.10 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 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.

18.11 Documentation: All tracings, plans, specifications, maps, deliverables, 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 (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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This 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 Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

18.12 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).

18.13 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the 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 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.

18.14 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 the Agreement.

18.15 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.

18.16 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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.

18.17 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.18 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.

18.19 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 Agreement at no further expense to County.

18.20 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.

18.21 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 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 Agreement. 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 Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the 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 the Agreement. 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 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, Consultant is not relieved from fulfilling all 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 Consultant 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.

18.22 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

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

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 Agreement. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.23 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.

18.24 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.

18.25 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 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.

18.26 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.

18.27 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.

18.28 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.

18.29 Relationship: Consultant is an independent Contractor to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.30 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.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

18.31 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 Agreement. 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 Agreement, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Agreement.

18.32 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.

18.33 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the 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 Agreement.

18.34 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.35 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.36 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 Agreement. 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.

18.37 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

19.0 Authority: Each person signing the 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 Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

TOCOI ENGINEERING, L.LC

_____
Signature of Witness (1)

_____
Printed Name of Witness (1)

By: _____
LAURA L. MAHONEY, PRESIDENT

_____
Signature of Witness (2)

_____
Printed Name of Witness (2)

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ as _____ who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2022.

Official use only

_____
NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date**:** _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

TOCOI Engineering

project scope & fee summary

Project:	RFQ No. 21-119, Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Services Shelter		
Date:	3/17/2022	**File:**	21703-100-50-17- v1
Owner:	Citrus County	**Contact:**	Charles Sohm, PE
Project Address:	3062 W Woodland Ridge Drive, Lecanto, FL 34461	**Prime Mailing Address:**	714 North Orange Avenue Green Cove Springs, FL 32043
Phone:	904-215-1388	**Fax:**	n/a
Email:	csohm@tocoi.com		
Project Size:	Floor Area: 20,700 - 33,140 sf Based on 4/6/21 DRMP/Bacon program study provided by the County. Upper range is from the study program, pg. 23. Lower range is scaled down by cost/sf from study program budget to current County budget.	**Est. Budget:**	Current Budget: $9,000,000.00 Design fee: $986,737.35 Site Construction: $1,000,000.00 Construction admin./Construction engineering & inspection (CA/CEI): $500,000.00 Remaining balance for Building construction: $6,513,262.65* *Does not include permit application fees, utility connection fees, and impact fees if applicable.

Phased Services	Program verification and 30% CD	60% DD	95% CD	Final Permit	Bid Phase	C/A Services and Closeout
Included:	■	■	■	■	■	■
Excluded:	□	□	□	□	□	□
	Fees for Services are attached as follows XL work sheet Attachment C:					

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

CONTENTS

	Page
Team Member/ Subconsultant list	2
General Scope	3
Discipline-Specific Scope	9
Fee Summary	15
Exclusions	16
Attachment A: Program Provided by Citrus County Animal Services	17
Attachment B: Animal Shelter Scope Summary	21
Attachment C: Fee Summaries	26
Attachment D: SWCA Scope and Fee	54
Attachment E: Terracon Scope and Fee	60

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Team Members / Sub-Consultants:

Prime Consultant: Civil Engineering:
TOCOI Engineering, LLC
Charles Sohm, PE
904-215-1388
csohm@tocoi.com

Surveyor:
Charles Bassett & Associates
Robbie Bassett, PLS
904-215-0707
rbassett@bassettsurveyors.com

Geotechnical Consultant:
Terracon Consultants, Inc.
Thomas E. Selfridge, PE
904-900-3494
Contact: Cindy J Mclure
Cindy.McClure@terracon.com

Environmental Scientist:
SWCA Environmental Consultants
Adams Hoyles, PWS
904-384-7020
Adam.Hoyles@swca.com

Landscape Architecture:
Magley Design, LLC
Rick Magley, RLA
407-719-3144
rmagley@magleydesign.com

Cost Estimating Services:
BlueCord Design and Construction, LLC
John Hoibraten, Jr., LEED AP
407-425-1390
Jhoibraten@blue-cord.com

Sub Consultant in charge of all building (vertical work) /Architecture:
MLM-Martin Architects, Inc.
Miguel Martin, AIA
407-897-6764
mmartin@mlm-martin.com

Mechanical, Plumbing, Electrical, Systems, & Fire Protection:
Bobes Associates Consulting Engineers, Inc.
Gus Bobes Jr., PE
407-628-0882
gusjr@bobeseng.com

Structural Engineering:
Bowen Engineering Corporation
Fred Bowen, PE
407-423-7585
fbowen@bowen-corp.com

Acoustical Consultant:
Siebein Associates, Inc.
Gary W. Siebein, FAFA, FAIA, NCARB
352-331-5111
gseibein@siebeinacostic.com

NFPA Consultant:
Jensen Hughes
Hamid Bahadori, PE
407-647-3737
hbahadori@jensenhughes.com

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

General Summary of Scope:

The project is located at 3062 W Woodland Ridge Drive, Lecanto, FL 34461 (Citrus County).

We are tasked to provide Engineering and Architectural (E/A) services to design an Animal Services Shelter Facility (Building and Site Improvements). The building size will be reconciled to the project budget which will affect building size and level of finishes. Should the County wish to increase the building size and features beyond the current budget, augmented building concepts will be provided to help visualize and determine an appropriate and realistic level of additional budgetary funding required to achieve this expanded scope.

The facility will be a single-story building equipped with kennels for dogs and cats, administrative offices, a veterinary clinic, and support spaces normally associated with this building type. Additionally, a portion of the building will be designed to serve as an emergency shelter for the community. The building and site will be designed to achieve the goals of the attached program provided by Citrus County (see Attachment "A").

The building design services include Architectural, Structural, Mechanical, Plumbing, Electrical, lightning protection, Low Voltage, on-site emergency power backup systems, and Fire Sprinkler systems. The site services include Site Civil design including site geometry, stormwater drainage and treatment systems, parking and paving, sidewalks, and utilities. Site survey services include boundary, topography, utilities, and tree surveys. Environmental services include wetland delineation and mitigation, and protected animal species identification as required. Geotechnical services include investigation of soils for strength for the building and paving as well as groundwater and stormwater conductivity attributes required to design the proposed stormwater pond system. Landscape Architecture services include plantings and irrigation system design services for the site to meet the Citrus County Landscape ordinances.

See Attachments A: Citrus County Program and Attachment B: Citrus County Scope of Services provided to E/A at the December 14th scope meeting. Please read and send concurrence.

Codes: The project design shall be developed to the applicable Codes, Standards, and Regulations in effect at the date of the execution of the contract.

Electronic Document Submittals: Site Design Drawing Documents files will be produced in AutoCad (ACAD) format. Building Design Drawings and Documents will be prepared to industry compliance standards free of major component collision/error of elements larger than 3" (industry standard). AIA Level of Detail (LOD) 350 maximum. Specifications for the Building will use CSI 48 Division classification specifications in Microsoft Word format and Adobe PDF format. Other design papers documents will be in Microsoft Word and Adobe PDF format.

The Prime Civil engineer, TOCOI Engineering, LLC will manage the overall project, and prepare all Site and Civil engineering work from their offices located at 714 N. Orange Avenue, Green Cove Springs, FL 32043. All Building Design work will be performed by MLM-Martin Architects, Inc. from their offices located 668 N. Orlando Ave., Ste 107, Maitland, Florida 32751. All deliverables in preparation of design services will be performed at each respective sub-consultant's normal place of business.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Deliverables:

30%/Program verification:

1. Submit one (1) set of 30"X42" drawings and 8"X11" formatted program verification.
2. Electronic copy of Opinion of Probable Cost (OPC) for a range of building sizes based on floor area based on county-provided program to confirm building size and level of finishes going forward.
3. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOC, XL, PDF to Citrus County PM.

60% Design:

1. Submit one (1) set of 30"X42" drawings to Citrus County PM.
2. Submit electronic copy of specifications in Word & PDF format, to Citrus County PM.
3. Submit three (3) sets of copies of signed and sealed site documents for site permits with Authorities Having Jurisdiction (AHJ), and permit applications. County will pay all permit fees.
4. Submit two (2) sets of copies of all design documentation (Stormwater Management reports and other site related documents associated with obtaining site permits).
5. Update and submit electronic copy of 60% OPC with the building size agreed upon at the 30% design.
6. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOC, XL, PDF to Citrus County PM.
7. QC check list and plan review in PDF format.

90% Construction Documents:

1. Submit one (1) set of 30"X42" plans to Citrus County PM.
2. Submit Electronic copy of updated specifications in PDF and WORD format to Citrus County PM.
3. Update and submit electronic copy of 90% OPC.
4. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOCX, XL, PDF to Citrus County PM.
5. QC check list and plan review in PDF format.

Final 100% Permit submittal:

1. Submit three (3) sets of signed and sealed plans and two (2) sets Project Specification manuals for Building Permit.
2. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOS, PDF to Citrus County PM.
3. QC check list and plan review in PDF format.

Bidding, Construction Administration and Close out.

1. All document submittals/deliverables are Electronic DWG, RVT, DOCX, XL and PDF. Sent via electronic means via e-mail and uploaded to share file service to Citrus County PM and or Purchasing Department. All hard copies cost and courier, postal, delivery services are excluded for bidding or distribution to bidder. Our assumption is that all bid and construction documents will be made available to qualified bidders in electronic format only.
2. Address bidding and construction questions from prospective bidders during the bidding process.

Budget:

$9,000,000 total,
- $986,737.35 design,
- $1,000,000 site construction,
- $500,000 construction admin/ construction engineering/ inspection (CA/CEI),

$6,513,262.65 for building construction*

***Not including permit application fees, utility connection fees, and impact fees if applicable.**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Preliminary Schedule.

SCHEDULE MAY BE REFINED AND AGREED TO AT ANY POINT AFTER NTP OF DESIGN WORK UPON AGREEMENT

30% Schematic Design/Program Verification: 60 days

30 % Technical County Review (includes attending County pre-application meeting): 21 days

30% County Commissioner review and approval (includes presenting at Board meeting): 42 days

60% Design Development: 60 days. At 14 to 30 days after the start of DD the Civil Engineer will submit Civil Site Documents to Southwest Florida Water Management District (SWFWMD) for storm design and wetland mitigation approvals. Followed by submittal to Citrus County for Site Permit and Utilities permit. Meeting with Building Department and Fire Marshall to review proposed Code requirements and compliance with NFPA 150.

60% County review: 14 days

60% County Commissioner review and approval (includes presenting at Board meeting): 42 days.

90% Construction Documents: 90 days

90% County review: 14 days

90% County Commissioner review and approval (includes presenting at Board meeting): 42 days

Final Submittal: 30 Days, Site permits approvals complete by this phase.

Final County Commissioner review and approval (includes presenting at Board meeting): 42 days

Permit Phase: 42 days (Assumed 6 weeks which includes review and responses with Corrections) Concurrent with the Permit County will review Documents and prepare bid documents and assist in advertising the public bid of the project. All comments and corrections made are incorporated into the Contract documents and issued as part of the Conformed Bid Document.

Bid Phase: 30 days to public bid and open bids/evaluation + 30 days for County Commissioners Approval.

Construction Phase: (Final Construction Schedule to be determined) estimated 540 days (18 months) from NTP to Final Inspection.

Consultants' General Design Services by Phase:

30% Design/Program Verification:

The Program Verification phase will include interviews and discussions with Animal Services and the Citrus County PM to review the project and program requirements in detail, establish space requirements, space relationships, to meet the present, proposed and future facility operation needs. It also includes establishing general and specific goals, recommendations, review of project quality, and project priorities. We will sort through the needs vs. wants of the various departments and use current design and opinions of probable construction costs (OPCs) to provide a range of building and site design options ranging from those within the County's budget up to others which may require additional funding, but which are more attractive to the County departments. This information will be used to arrive at a final project scope for the building size and budget which will form the basis of the project going forward.

Concurrently the Civil engineer will obtain site surveys, environmental services, and conceptual site plan to include site setback requirements, parking requirements, and location of existing utilities and other existing site conditions. The Civil Engineer and Architect (E/A) will meet with Authorities Having Jurisdiction (AHJs) to brief and review project requirements and codes. The E/A will submit deliverables to County and meet with the County to review submittal and respond to technical comments and scope and budget reconciliation. The E/A will present the project to BOCC/public meeting.

60% Design Development:

The E/A shall review with the County's alternative approaches to design and construction of the Project.

Using the approved schematic design, project schedule, and construction budget requirements as a basis, the E/A shall prepare Design Development Documents for County approval consisting of drawings and other documents appropriate for the Project and shall submit to the County a cost estimate broken out by Construction Specifications Institute (CSI) divisions with sections of work within division. The E/A shall advise the County of any adjustments to previous estimates of the program Construction Cost and work with Client to reconcile program and cost. The E/A will follow up with AHJs to review regulatory and code requirement for the project. The E/A will submit design deliverables and meet with the County to review the submittal and respond to comments. It is anticipated that at the end of the phase and approval by BOCC of the 60% the Civil Engineer will proceed with the permitting of site elements with AHJs over the project site. The E/A will present to the BOCC an update of the project design, cost, and schedule for 60% development design approval.

90% Construction Documents:

Based on the approved 60% design, budget, and schedule, the E/A shall prepare, for approval by the County, 90% Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the County of any adjustments to previous estimates of program Construction Cost and coordinate with the County to reconcile program and cost. The E/A will submit deliverable documents and meet with the County to review submittal, respond to County and AHJ Comments, and reconcile budget. The E/A will make a presentation to BOCC.

Final Submittal.

Based on the approved 90% Construction Document, budget and schedule, the E/A shall prepare for approval by the County Final Construction Documents consisting of Drawings, Specifications, and other documents setting forth in detail the requirements for the construction and permit of the building project and shall sign and seal all documents to submit to the AHJ.

Permit Phase:

Upon approval of County, the final signed and sealed Construction Document and application will be submitted for permitting to the County Building department. As noted earlier the site plan approvals will be submitted after approval of the 60% Phase by BOCC for permits assuming all site reviews are complete prior to the submittal of building permit.

Review by Permitting Agencies: The E/A shall prepare, complete, and submit documents, calculations, designs, plans, drawings, information applications and supportive documents required to obtain approval of permits from all agencies having Jurisdiction over the project. Codes and standards requirements in effect on the date of the Contract are the basis for Design of the project as well as the basis of compensation for services. The E/A shall prepare and submit revised and/or supplemental documents in response to agency review comments, and as necessary to expedite agency approval. The E/A will follow up with AHJs representative to address and resolve agency comments via face-to-face meeting, video conference, phone and/or E-mail.

Submittal Fees, Plan Review Fees, Impact Fees, Connection Fees and Permit Fees will be paid by the County and are excluded from the contract.

Bid Phase:

The E/A will assist the County during the bidding process by attending a pre-bid meeting, answering questions from bidders, prepare addenda to the bidding Documents and forward to Purchasing department. The E/A will review received bids and provide letter to County with recommendation. The County shall advertise for bids, distribute bidding documents including addendum, maintain a log of bidders, conduct a Pre-Bid Meeting, receive, and validate bid proposals, publish bidding results, and select and award project to Contractor.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Construction Phase:

The E/A's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and Terminates at the issuance by the County of the final Certificate for payment.

The E/A shall provide administration of the Construction Contract as set forth below and in edition of AIA Document A201, General Conditions of Contract for Construction-2017 Edited for the project, and or Citrus County (Standard) General Condition current as of the date of this Agreement.

Duties, responsibilities, and limitations of authority of the E/A shall not be restricted, modified, or extended without written agreement of the County and E/A.

The E/A shall be a representative of and shall advise and consult with the County (1) during construction until final payment to the Contractor is due, and (2) as an additional service at the County's direction from time to time during the correction period described in the Contract for Construction.

Periodic Construction project observations: The E/A shall conduct Periodic construction observations, maximum of 1 per week and concurrent with project meeting, to become generally familiar with the progress and quality of the portion of the Project completed, and to determine, in general, if the Project observed is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the Contract Documents. However, the E/A shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Project. Based on the site visit the E/A will issue a report to the County of observations made.

Contractor Submittals, Requests for Information (RFIs) and Architects Supplemental Information (ASIs): The E/A shall review and process Contractor submittals, including Contractor's Schedule of values and Construction Schedule and respond in writing to all Contractors RFIs. The E/A may issue ASIs as required to the Contractor and Owner. The E/A shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The E/A's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the E/A's professional judgment to permit adequate review. In accordance with the E/A approved submittal schedule, the E/A shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The E/A shall not be responsible for reviewing information of submittals which are the Contractor's responsibility during construction, such as the dimensions, quantities, or workmanship of delivered materials, structures, systems, or equipment. The E/A's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences, or procedures. The E/A's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the E/A shall specify the appropriate performance and design criteria that such services must satisfy. The E/A shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature from the State of Florida Registration Board when submitted to the E/A. The E/A shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. All submittals will be in electronic format via cloud base share files except for physical samples which the Contractor will make arrangement for their delivery to the E/A.

Certificates for Payment to Contractor: The E/A shall receive and certify the amounts due to the Contractor and shall issue certificates in such amounts. The E/A's certification for payment shall constitute a representation to the County, based on the E/A's Periodic Construction Observations and on the data comprising the Contractor's Application for Payment, that to the best of the E/A's knowledge, information and belief, the Project has progressed to the point indicated and the quality of the Project is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Project for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent test and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the E/A. The issuance of a Certificate for Payment shall not be a representation that the E/A has (1) made exhaustive or continuous on-site observations to check the quality or quantity of work. (2) reviewed construction means, methods, site safety, techniques, sequences, or procedures, (3) review copies of requisitions received from Subcontractors

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The E/A shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The E/A shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The E/A shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

The E/A shall always have access to the Work wherever it is in preparation or progress.

The E/A shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the E/A's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

The E/A shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the County, for the County approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contact Time which are not inconsistent with the intent of the Contract Documents.

The E/A shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

The E/A shall interpret and decide matters concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the County or Contractor. The E/A 's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the E/A shall endeavor to secure faithful performance by both County and Contractor.

Close out Services: The E/A will review Electronic O&M Manuals, Warranties and Field As-Built red line Drawings prepared and assembled by the Contractor. The E/A will review and take appropriate action and return to Contractor with comments. The E/A will prepare Record drawings from the Contractors Red-line As-Built field markup drawings. The E/A upon final receipt of updates from the Contractor. The E/A will submit to Citrus County Electronic copy PDF of O & M Manual and PDF of the drawing with field mark As-Built drawing prepared and provided by the Contractor and the E/A 's PDF/DWG/RVT Record Drawings. The E/A will assist and conduct and 11-month warranty inspection of Project and provide report of visit. The visit will be set up by the County PM.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Discipline-Specific Scopes of Services

Structural Engineering, Bowen:

It is our understanding that the new building (size range and noted above), single story on shallow foundations. The Florida Building Code and the ASCE 7-16 will be followed.

It is assumed by the engineer that **only a portion** of the building will be deemed an essential facility and/or an Enhanced Hurricane Protection Area (EHPA) per Florida Building Code section 423.25 Public Shelter Design Criteria.

- Develop design criteria for wind loads, and gravity loads.
- Analysis and design of foundations and slab on grade systems. Per recommendations in the Geotechnical Investigation Report.
- Analysis and design of lateral bracing systems either shear walls or steel frames (moment or X-braced)
- Analysis and design of roof systems for vertical loads and for diaphragm loads.
- Develop all the standard and special detailing required by the project.
- Develop wind pressures for doors, windows, and cladding systems.
- Attend meetings with client at each phase.
- Attend meetings with building official and other stakeholders.

Mechanical, Plumbing, Electrical, Low Voltage System, Fire Protection(Sprinklers) , Bobes Associates:

(The client preference is for the interior part of the run to be HVAC) , the exterior run will *not* have HVAC

1. Engineering design of HVAC, Plumbing, Fire Protection, Power, Lighting and Fire Alarm systems in accordance with local codes for the above referenced scope.
2. Attendance of multiple WebX meetings for the project. There will be a requirement to attend in person technical meetings.
3. Preparation of 30% Construction Documents (Programming + Schematic)
4. Preparation of 60% Construction Documents.
5. Preparation of 95% Construction Documents.
6. Preparation of Final/Permit Construction Documents.
7. Preparation of MEP/FP specifications.
8. Design of Fire Protection System in accordance with Florida Statutes. The scope includes preparation of preliminary Hydraulic Calculations, Fire Protection floor plans and a Fire Protection Site Plan in compliance with Florida Statutes.
9. Sizing of the Grease Interceptor and Hair Interceptor for the Facility.
10. Design of the power service to the new Building and coordination with the Power Utility Company for this work.
11. Design of power for any on site lift stations or well pumps or irrigation pumps associated with this project.
12. Preparation of parking lot lighting design including light fixture selection and layout as well as preparation of photometric calculations.
13. Design of Emergency/Backup Generator and associated power system design.
14. Design of Lightning Protection systems consisting of notes on the plans and a Performance Specification.
15. Design of Medical Gas System for the Surgical Suite.
16. Design of Fire Alarm System.
17. Design of Data/Com system.
18. Design of Access Control System.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

19. Design of Intrusion Detection System.
20. Design of CCTV System.
21. Design of Music System.
22. Preparation of Florida Energy Efficiency Calculations and Cooling Load Calculations for any air-conditioned portions of the building.
23. Preparation of Short Circuit Calculations for the Electrical Service for this facility.
24. Coordination with Architectural, Structural and Civil drawings.
25. Permit Submission Services: preparation of digitally signed and sealed permit MEP/FP plans, Florida Energy Efficiency Calculations and Cooling Load Calculations for submission to the Building Department.
26. Permitting Review Services: Preparation of Permit review responses and revised MEP/FP plans as required by the AHJ for all MEP/FP permit review comments.
27. Bidding Services: Answering contractor's questions during bidding and issuing written responses to the bid questions.
28. Construction Administration: Responses to contractors' requests for information (RFIs) for MEP/FP systems during construction.
29. Construction Administration: Shop Drawing Review of MEP/FP shop drawings.
30. Construction Administration: Attendance of (2) two-person construction administration in-person site visits during project construction for review of MEP/FP installation and preparation of report.
31. Construction Administration: Attendance of the Substantial Completion site visit. This includes a two-person site visit for review of MEP/FP installation and preparation of a report.
32. Construction Administration: Attendance of the Final Completion in-person site visit. This includes a two-person site visit for review of MEP/FP installation and preparation of a report.
33. Construction Administration: Preparation of CADD MEP/FP As Built Drawings from the contractor's redlined drawings at project completion.
34. Project Closeout: Review of all Warrantees and Maintenance Manuals for the MEP/FP systems.
35. All work shall be done on either AutoCAD or REVIT.
36. $2,000,000 Errors and Omissions Professional Liability Insurance.

Civil Design, Tocoi Engineering:

See attached list of additional requirements from Citrus County Attachment B

1. Data gathering for planned site design including:
    a. site survey, complete with boundary, topography, trees, wetlands, flood zones, utility locations and depths/elevations, and other appurtenances.
    b. environmental data gathering for existing wetland boundaries and quality as well as upland protected animal species, and any endangered species permit.
    c. Phase I assessment.
    d. Historic and Archaeological Assessment and Verification with Seminole Tribal Historic Preservation Office.
    e. Geotechnical exploration to determine soil quality, strength, porosity, complete with boring/testing locations and elevations.
2. Pre-application meetings to determine permitting scopes and requirements with:
    a. SW Florida Water Management District (SWFWMD)
    b. Citrus County Development Services (CCDS) meetings and permits
    c. Withlacoochee River Electric Cooperative (Utility)

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

d. Central Florida Gas (Utility)

e. Citrus County Water and Wastewater (Utility).

f. Determine scope of Environmental and Wetland Mitigation with SWFWMD.

g. Coordinating with water utility to obtain water pressure test for use in the design of building sprinkler.

h. Determination of zoning setback requirements from Citrus County.

3. Development of Preliminary (30%) Design for Animal Services Shelter facility with requisite parking, interior drives/roads, utilities, landscaping, and parking lot lighting.
4. Site Geometry, demolition/site clearing, silt-fencing, and turbidity control, building coordinates, floor elevation, roads, driveways, sidewalks, paving and markings, drainage, fence lines, secured access points, construction staging and temporary fencing.
5. Site utilities: stormwater, potable water, sanitary sewer, sanitary pump station design, evaluation of existing Citrus County sanitary pump station, communications, power, and gas as available/necessary.
    a. Site power and communication duct banks and or conduits.
    b. Sizing of foundation for site lighting poles.
    c. Sleeves for running irrigation and irrigation controls.
    d. Obtaining approvals and coordination with utilities.
    e. Coordinate with Power company for location of site transformer.
6. Assist the estimator with information required for estimate of site work.
7. Development of Permit (60%) Design for submission to permitting agencies.
8. Submit all site permits with AHJs. Application fees to be paid by the Client.
9. Responding to Requests for Additional Information (RAIs) from permitting agencies and revise plans and calculations (90%) accordingly to obtain necessary development permits.
10. Finalize Plans and calculations for use as construction documents and provide to County with final permits when building plans are submitted.
11. Bidding phase, Construction Administration phase, Closeout, and certifications.

NFPA 150 Requirement, Jensen Hughes:

Scope includes Assistance to the County with compliance with requirements and compliance with NFPA 150. Category 1, Category 2 and Category 6 facility requirements. Specific requirement and assistance to comply with chapter 4.3.4. (Fire Sprinklers and Fire alarms scope is under the MEP Bobes associates, Inc).

Environmental Consulting, OEC/ SWCA:

See attachment "D" scope and fee proposal letter dated January 21, 2022

Geotechnical Engineering, Terracon:

See attachment "E" scope and fee proposal letter dated January 21, 2022

Acoustical, Siebein Associates:

1. 30% Submittal - Site Noise Study, Acoustical Criteria and Systems
    a. Conduct a kick-off meeting with the Architect and Client to discuss acoustical criteria and issues relative to off-site noise propagation from the facility
    b. Review the local noise ordinance and any sound control provisions in the zoning code, PUD or other documents pertinent to the project.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

c. Travel to Citrus County, Florida to take acoustical measurements of animal and equipment that occur at the existing shelter for a period of up to 2 hours to use as sound source data in a computer model of the project.

d. Conduct one trip to the site in Citrus County, Florida to take base line acoustical measurements at the site at 2 or 3 selected locations. The proposed cost assumes that sound level meters will be left on site for up to 3 non-contiguous days to record existing ambient sound levels as required by Federal HUD *Noise Assessment Guidelines*.

e. Return to the site to pick up the sound level meters after the measurement period is over.

f. Download the measurement data to computers in our laboratory, process data and calculate acoustical indices in accordance with ASTM, ANSI, noise ordinance and other applicable standard procedures

g. Obtain estimates of the number, type, and location of animals to be housed on the shelter and equipment that will occur on the proposed site to use in the computer model from the Client.

h. Construct a 3-dimensional computer model of the project and surrounding properties to study sound propagation from the sound sources identified at the existing shelter to adjoining properties.

i. Evaluate potential sound control strategies that can be implemented in the planning for the project.

j. Conduct acoustical analysis as required to determine appropriate noise mitigation strategies if needed.

k. Provide schematic design recommendations for sound control strategies that may be required to meet the acoustical design criteria for the project.

l. Prepare a Site Noise Study report containing the results of the acoustical measurements; a review of the applicable noise ordinance provisions; and acoustical design criteria established for the project. The report will also contain schematic design sound control planning concepts identified during the study if needed to meet the acoustical design criteria.

m. Conduct one review meeting with the Client and other Consultants via video conference to discuss the results of the study.

n. Conduct a kick-off teleconference with the Architect and Client to discuss acoustical design goals and criteria for the interior acoustics in the project and obtain necessary program and design information for the project.

o. Develop acoustical criteria for the project in conjunction with the Client and Architect.

p. Conduct acoustical analysis in our office to determine appropriate amounts and locations of cleanable and durable sound absorbent materials to be included in the design of the shelter to reduce the build-up of noise from normal occupancy of the spaces in the buildings to the extent it is practical.

q. Conduct acoustical analysis of the rooms in the buildings to determine STC ratings for interior partitions, doors, and windows to limit sound transfer between spaces to achieve reasonable acoustical criteria ratings.

r. Prepare an Acoustical Design Recommendations report documenting the acoustical criteria for the rooms in the building and the analysis process; and mark-up drawings of the reflected ceiling plans and interior elevations of the rooms in the buildings (backgrounds provided by others) providing locations, types and amounts of sound absorbing material required for 2 alternate schemes (one with a minimum amount of acoustical material added and one with an optimal amount of acoustic material added. Include acoustical design recommendations for interior partition, door, and window types with STC ratings required to limit sound transfer between spaces.

s. Conduct one review meeting with the Client and other Consultants via video conference to discuss the results of the study.

2. *60% Submittal—Acoustical Analysis of the HVAC System and Specifications and Details for Acoustical Systems*

a. Provide computer models and detailed noise control solutions to reduce air-conditioning system noise and vibration based upon computer analysis of the HVAC system serving the building.

b. Provide specifications and details for silencers, vibration isolators and other noise control items required for the HVAC systems.

c. Conduct one meeting via teleconference with the Engineer and/or Architect to integrate acoustical solutions in the mechanical and architectural design for the project.

d. Conduct updated acoustical analysis as required of the 60% Construction Documents.

e. Prepare details and specifications for acoustical systems.

f. Provide telephone consulting to answer questions and clarify recommendations.

3. 90% Submittal - Acoustical Review of the Construction Documents and Coordination of the Acoustical Systems with Other Team Members

a. Conduct an acoustical review of the 90% Construction Documents with acoustical review comments in letter and sketch form.

b. Conduct video conferences with the Design Team to coordinate acoustical systems with the other parts of the project.

4. Construction Administration

a. Review shop drawings, RFIs and submittals for acoustical items during construction.

b. Provide telephone consulting with the Architect or Contractor to clarify acoustical items or to evaluate alternative acoustical systems.

c. Conduct 2 site visits to the project for observation of the acoustical work in progress and/or project meetings. Prepare a written summary report of the visit and findings.

d. Conduct one site visit at or near Substantial Completion and one once the animals are installed in the facility for final check out of acoustical systems and to take acoustical measurements of background sound levels, sound levels at the property lines and reverberation times in selected space.

Landscaping/ Irrigation: Magley Designs, LLC

A. Landscape Planting Design Services

1. Consultation with the Engineer and other consultants to determine the requirements of the project and properly coordinate landscape design services.
2. Assist the Engineer in site plan design and review with governmental agencies as required.
3. Prepare design development plans and details at sufficient scale and detail to properly exhibit the design intent of all landscape planting features.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

4. Prepare landscape planting construction documentation plans, details and specifications that are sufficient to construct the landscape design.
5. Develop landscaping to incorporate xeriscaping techniques to reduce/minimize irrigation needs.
6. Review of plans by governmental agencies.
7. Electronic plans will be submitted to the Engineer for review at 30%, 60% and 90%. A set of electronic files (pdf) will be submitted to the Engineer at 100% for printing/permitting/bidding purposes.

B. Irrigation Design Services

1. Consultation with the Engineer and other consultants to determine the requirements of the project and properly coordinate irrigation design services.
2. Prepare irrigation construction documentation plans, details and specifications that are sufficient to construct the irrigation design.
3. Review of plans by governmental agencies.
4. Electronic plans (pdf) will be submitted to the Engineer for review at 60% (partial plans) and 90% only. A set of electronic files will be submitted to the Engineer at 100% for printing/permitting/bidding purposes.

C. Meetings

The Consultant has allocated up to ten (10) man-hours for the attendance of (virtual) meetings during the design process. All further meetings required shall be considered an additional service and billed according to the terms below under Article V, Additional Services.

D. Bidding Assistance Services

1. The Consultant shall assist the Engineer in securing competitive bids from qualified contractors.
2. The Consultant shall review bids and qualifications of subcontractors and make recommendations to the Engineer.

E. Construction Observation Services

1. Review shop drawings and submittals.
2. Provide observation and inspection and file field reports outlining any deviations found from plans and specifications during site visits described below.
3. A total of two (2) site visits have been included in the scope of services, including the performance of a substantial and final completion walk-through with the Engineer and contractor. Consultant shall assist in the assembling of the contractor's punch list following substantial review prior to final approval by the Engineer.
4. Any additional site visits shall be considered additional services.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

FEE: See XL Attachment C for Fee breakdown per phase of work including hourly breakdown and reimbursable Expense.

Below is a summary of the fees.

Lump Sum Fee Summary by Deliverable:

Company-Discipline	30%	60%	90%	Final/Pmt	Bidding	Construction	Total
Blue Cord-Estimating	$9,518.42	$11,552.04	$9,027.77				$30,098.22
Bobes-ME	$21,097.36	$28,117.63	$56,070.41	$4,823.42	$2,204.29	$27,990.68	$140,303.79
Bowen-Structural	$7,581.76	$13,529.69	$24,078.13	$1,361.60	$1,261.20	$5,905.00	$53,717.38
Charles Bassett-Survey	$23,500.00						$23,500.00
Jensen Hughes-NFPA	$4,297.71	$8,306.61	$6,157.76	$288.80	$1,860.05		$20,910.92
Magley-Landscaping	$6,486.21	$13,371.58	$4,390.67	$1,297.24	$1,197.45	$6,586.00	$33,329.15
MLM-Martin Architects	$55,816.93	$76,140.18	$145,752.89	$15,268.05	$5,914.28	$74,304.22	$373,196.54
Siebein-Acoustical	$21,228.65	$18,044.74	$3,302.76			$21,363.35	$63,939.49
SWCA-Environmental	$21,704.50	$357.50				$715.00	$22,777.00
Terracon-Geotech	$389.10	$10,853.08	$200.70		$538.19		$11,981.07
Tocoi-PM/ Civil Engr	$71,580.42	$46,894.21	$30,173.94	$22,132.59	$7,062.52	$7,854.38	$185,698.08
Total Fee (Lump Sum)	**$243,201.06**	**$227,167.25**	**$279,155.04**	**$45,171.70**	**$20,037.98**	**$144,718.64**	**$959,451.64**

Reimbursable Expenses

Magley Designs	$285.71
Tocoi Engineering	$8,000.00
MLM Martin	$19,000.00
Total Not to Exceed (NTE) Reimbursables	**$27,285.71**

Total Lump Sum Fee + NTE Reimbursable Expenses **$986,737.35**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Specific Exclusions:

1. Grant application work will be an additional services and scope is to be determined in the future.
2. Ground Contamination and related Environmental Assessment and Remediation Services.
3. Asbestos or lead testing, assessment, remediation, services, or determination.
4. Extensive soil investigation or engineering recommendations due to unforeseen discovery of Sinkhole/underground caverns, unsuitable soils, and organic soils.
5. Extensive vertical hardscape elements. Street scape design services.
6. Environmental Assessment to assessment for potential Site Contaminants.
7. Threshold Inspection Services. These are to be provided by Client.
8. Third Party Review Required by ICC 500. These are to be provided by Client. Design as essential facility or as a Shelter as defined by ICC 500 is not included.
9. Permit cost and fees.
10. Purchasing Services for equipment and furniture.
11. Agency fees,
12. Plan review fees
13. Connection fees
14. Meter connection fees
15. Impact fees.
16. Printing for Construction and Bid Phases
17. Re Platt, Zoning changes
18. Life Cycle Cost Assessment and/or analysis.
19. LEED Certification or other Sustainable Certification Effort/Reporting.
20. Archeological or historical artifact scientific digs, catalog, and relocation services due to discovery of historical archeological artifact or burial.

-END OF LIST-

The Engineer/Architect is not responsible for the projects General Contractors Coordination of the project, and means, methods techniques, sequences, and procedures. The E/A is not in charge or control of the Construction. The E/A is not responsible for site or project safety, programs, or procedures. The above are the sole responsibility and under direct control of the General Contractor in the execution of the work/project. The E/A is not responsible for the Contractor's Schedules or failure to carry out the work. The E/A does not have control over or charge of acts or omissions of the Contractor, subcontractors, agents or employees or any other person performing portion of the work.

We look forward to working with Citrus County on this project.

Sincerely,

Charlie Sohm

Charles Sohm, P.E.

cc: Attachments "A, B, C, D, E"

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Attachment "A"

Program provided by Citrus County Animal Services

Provided by: Colleen Yarbrough and Dr. Meaghan Mielo
Scope Meeting: 12.14.21

Best practices for disease control and behavior per Fear Free design and The Best Practices Playbook Sound Abatement

K9 Housing: minimum size kennel is 4x12 – should also incorporate 6x12 for large and giant breed.

- Guillotine kennels/transfer

Cat Housing: portals and min. of 18 sq ft. per cat and room for vertical space

Proper drain systems and ability to wash down all areas

- Flush drains in kennels

Play Yards (LOTS) not visually seen by kenneled animals

<u>Clinic</u>

- Surgery suite
  - Minimum 3 tables with lighting
  - Storage
    - Packs
    - Suture
    - Special instruments, etc.
  - Space for oxygen concentrator
- Prep/treatment room
  - 2 wet tables with lighting (anesthesia machines)
    - Space for oxygen concentrator
  - 1 dry/exam table with lighting
  - Storage (lots)
  - Scrub sink
  - Autoclaves
  - Diagnostic lab
  - Counter space (packs, drug prep, etc.)
  - Tie outs / wall hooks
  - Full sized refrigerator
- Laundry
- Pharmacy (ability to lock)
- Supply storage
- Recovery
  - Adjacent to/visible from surgery
- Dog housing separate from treatment room
  - At least 2 runs
- Cat housing (portalized) separate from treatment room
- X-ray room (with anesthesia machine)
- Computer Work stations x4

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

- Office for Chief Veterinarian
- Efficient flow for surgery process
- Windows into different areas for monitoring
- Floor scales x 2
- TNR room {shelves for traps)

Lobby/Admin

- Reception/ traffic director
- Customer Service
  - Separate workstations for privacy
  - Volunteer workstation x 2
- Flow from intake to outcome
- "out" door exits where pets would be brought up
- Separate entrance and exit for flow
- Separate clinic/intake lobby
- Director's office
- Workstations:
  - Operations supervisor
  - Foster/rescue
  - Accountant
  - Ability to grow
- Meeting room
- Break room
- Waiting spaces

Dog Housing

- Fear Free Design
- Double sided, inside-outside runs - guillotine/transfer
- Separated into wards and pods
  - 1 indoor-only ward with HVAC
  - No more than 12 dogs to a pod
- Isolation ward x 2
  - Sound abatement
  - Ventilation
  - 10 -15 runs in one
  - 5 runs in the other
- Separate antechambers
    - Changing
    - Storage
    - Sanitation
  - Yards for each ward

- Visual barriers between rows
- Roofs
- Stainless steel doors (no plexi)
- Sound abatement

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

- Ventilation
- Drainage/ spillways
  - No drains outside of kennels
  - Flush drains in kennels
- Food prep room{s)
  - Sanitation station
- Laundry room{s)
- 2 Intake rooms
  - Sink
  - Refrigerator
  - Exam table
  - Shelving
  - Floor scale
  - Work station
- Sinks
- Hose reel stations not on kennels
- Rescue stations (disinfectant)

Cat Housing

- Fear Free Design
- Portalized vs indoor/outdoor runs with vertical space
- Isolation ward x 2
  - 5 kennels each
  - Ventilation
  - Separate antechambers
    - Changing
    - Storage
    - Sanitation
- Sound abatement
- Ventilation
- Food prep room
  - Sanitation station
- Laundry
- TNR room
- 2 Intake rooms
  - Sink
  - Refrigerator
  - Exam table
  - Shelving
  - Work station
- Sinks
- Catios

Play Yards

- Minimum 6
- XLarge
- Shade
- Double gate entrance/dog stash space

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

- Gates wide enough for riding lawn mowers

Storage

- Livestock feed shed
- Storage garage (temperature controlled)
- Van and trailer parking (covered)
- More storage than you think throughout building

Livestock / Farm

- Minimum 3 small livestock yards
  - Must have 3-sided shelters
  - Drainage
  - Pig proof
- Minimum 1 large livestock yards
  - Must have 3-sided shelter
- Gates wide enough for riding lawn mowers
- Chicken coops

Other

- Private euthanasia room with sink, safe, freezer, workstation, storage
- Small animal/ flex housing (climate controlled)
- Evidence locker/closet/room
- Safe room
- Dog bathing station
- Locker rooms with showers
- Crying closet with sound proof walls and a punching bag
- Security cameras
- Sally port with officer holding kennels for dogs
- Officer/overnight cat holding room off sally port
- Community room/ education room
- Versatile space with floor drains
- NATURAL LIGHT EVERYWHERE

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Attachment "B"

Animal Shelter General Design, Post Design, Permitting & Bidding Assistance Scope of Service Summary

Provided by Walt Eastmond
Scope Meeting: 12.14.21

November 15, 2021

Below is a general list of items that at a minimum need to be included in the Scope of Services. The list is not intended to be complete or comprehensive. As the selected firm for this project, it is your responsibility to develop a comprehensive Scope of Service with all needed/necessary elements of work to complete the Project as intended in RFQ 21-119 and as discussed at the Scoping Meeting.

Data to be incorporated into the project is to be delivered in a 30 Design Model for each phase submittal and Final submittal.

A. Public Involvement
1. Anticipate three BOCC/public meetings - after 30%, 60%, 90% plans
2. Prepare PowerPoint Presentation(s)
3. Public meeting preparation and follow up
4. Project Renderings with fly through's

B. Agency Permitting Meetings
1. SWFWMD
2. DEP
3. County Pre-Application & Permitting

C. Field Reviews
1. Include time for all necessary site visits

D. Project/Progress Meetings with Staff
1. Anticipate numerous in-person as well as web meetings
2. Preparation of all plans, renderings, fly through's

E. Survey
1. Horizontal and Vertical Control
2. Topography, includes SUE for existing utilities: x, y & z
3. Cross sections & profiles
4. Roadway(s): CR491 and Woodland Ridge
5. Outfall and Drainage (need to accept/accommodate off site water from west side of 491 via structure)
6. Pond site
7. JD Line, if applic.
8. Geo-tech: perc, SHWT, Foundation, Etc.
9. Environmental
10. Boundary
11. Parcel-ROW Staking
12. Vegetation & Tree Survey

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

F. Typical Plans/Site
1. Key sheet
2. Drainage Hydrology and Pond sitting
3. Bid and Summary of Quantity sheet (use FDOT item numbering system)
4. Clearing & Grubbing: and Tree Preservation & Protection
5. Grading and Drainage, Storm Water Management, swales, berms, structures, etc.
6. Summary of culverts & drainage structures
7. Soil erosion sediment control
8. Cut and Fill Plans and Details
9. Typical sections (pavement, site, driveway(s), ramps, DRA(s), etc.)
10. Profile (site, ramps, driveway(s), utilities, etc.)
11. Turn Lane Warrant
12. Pavement design
13. Signage & Pavement Markings
14. Water & Wastewater
15. Utility relocation/adjustment plan
16. Utility design plans, profiles, sections & details
17. Landscape/hardscape
18. Traffic Control (CR491 and Woodland Ridge)
19. Details (drainage, ADA, paving, landscape, hardscape, structure, railings, soil erosion, etc.)
20. Architectural Plans & Details including: Structural, Mechanical, Electrical ADA compliant facilities
21. Site access reconstruction/restoration plan due to damage from construction activities

G. Geo-Tech Soil Survey and Borings
1. Collect and Document any existing data
2. Develop Detailed Boring Location Plan (Example: Site/material, ORA, Building(s), Parking Area, etc...)
3. Stake Boring Locations and coordinate with Survey to collect data
4. Foundation Design
5. Parking lot typical section/pavement design
6. LBR Sampling and Design Material Classification
7. Laboratory analysis/reports
8. SHWT & Depth to Ground Water
9. ORA modeling, recovery
10. Delineate limits of unsuitable materials
11. Recommendations for site preparation
12. Embankment Compaction, Settlement and Stability
13. Geo-tech Recommendations/Reports
14. Site Subgrade, Lime Rock & Asphalt Report
15. Provide Technical Special Provisions and Modified Special Provisions

H. *OTHER: Central Ridge*
1. *Wetlands & Species environmental*
2. *Will arial vs. a tree count be acceptable?*

I. Architectural Services (incl. Structural, Mechanical & Electrical)
1. Review of current facility

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

2. Observe current operations
3. Space Needs Tabulation –
4. Work Flow Relationships/Flow Diagrams
5. Prepare various conceptual floor plans
6. Prepare various interior and exterior renderings/fly-throughs
7. Project Development and Scheduling
8. Project Budgeting
9. Energy
10. Presentations
11. Review of alternative design approaches
12. Interior design concepts and materials
13. Document checking and coordination
14. Opinion of probable costs (30%,60%,90%, 100% & Final)
15. Interior construction doc's
16. Alternative bid details and special bid doc's
17. *Signage may be part of the building*

J. Landscape, Site Signage & Hardscape
1. Plans and Details
2. Irrigation plans, details and notes
3. Hardscape plans and details
4. Extended Contractor watering and warranty/replacement period in contract
5. Maintenance Plan
6. *Site Plan*

K. Lighting
1. Pole/fixtures
   a. *Bobes: Electrical to select light fixtures, pole photo metrics*
   b. *Bowen: To size foundations and anchor bolts*
   c. *Tocoi: To coordinate placement and sleeves*
2. Service points
3. Special details
4. Electric Service
   a. Bobes: To design electrical for site including generator
   b. Bobes: To coordinate with Comm. Providers

L. Technical Meetings
1. Include time for progress meetings & coordinate with County staff (Utilities, Environmental Health, and Engineering)

M. Historical/Environmental & Permitting
1. Review of existing data and status
2. Tower Fall Zone
3. Mining Setback *(mining of lime rock next to site)*
4. Survey/Inspect for threatened and endangered species, including a preliminary gopher tortoise survey/report. Prepare a Final gopher tortoise survey/report at time of Final Plan preparation.
5. Prepare, submit and administer all necessary documents, reports, forms for project application to various agencies involved with project permit approval.
6. Environmental Health
7. Establish wetland JD lines and agency verification/concurrence; if applicable

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

8. Complete and submit Wetland impact application & mitigation report (if necessary)
9. Complete and submit all required threatened and endangered species permit applications
10. Prepare and submit SWFWMD permit application
11. Prepare and submit DEP permit application
12. Prepare and submit Citrus County permit package
13. Archaeological & Historical Resources/Preservation
14. Phase I Site Assessment/Contamination Report
15. Seminole Tribal Historic Preservation Office
16. Indigo Snake
17. Scrub Jay

N. Utilities
1. Identify existing utility agencies
2. Contact utilities
3. Preliminary meeting with utility reps
4. Field meetings with utility reps
5. Collect and review existing utility data
6. Review utility RGB's and Work Schedules
7. Utility coordination and follow up
8. Prepare utility analysis, design and permitting for water, wastewater, electric, etc. in accordance with State and County standards. (Anticipate connection to County Water/Wastewater/FM).

O. Bid Package, Contract and Bid Review/Recommendation
1. Prepare Bid Doc's – Use County template
2. Incorporate Bid Form
3. Prepare Technical Specs and special provisions
4. Incorporate UWS's

P. QA/QC
1. Implement QA/QC review for each design phase prior to submittal to Agencies or County

Q. Deliverables
1. Survey(s) & Mapping
2. 30%, 60%, 90%, 100% and Final Plans in 11xf7 paper, Pdf and ACAD format
3. Opinion of probable cost (each phase and Final)
4. Reports e.g.: Geo-tech, Environmental, SHPO, NEPA, Cultural, Drainage, etc.
5. Technical and supplemental specifications, construction contract and bid documents
6. Documentation ofissued and approved permits
7. Utility Work schedules
8. Required state/federal documentation/forms

R. Post design services
1. Provide supplemental/technical specifications for inclusion with the bid documents
2. Prepare the invitation to bid and contract documents (starting with County template).

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

3. Assist with bidding activities.
4. Prepare documents, attend and assist County with pre-bid meeting.
5. Prepare for and attend other meetings as needed to support bidding.
6. Prepare responses to Requests for information (RFI) during bidding and issuance of addenda as needed.
7. Participate in bid review, analysis and provide recommendation
8. Plan and Facilitate pre-construction meeting
9. Review and approve material submittals and shop drawings/product data/samples, etc.
10. Evaluate and Respond to RFI's during construction
11. Prepare revisions to plans during construction as needed
12. Progress reports/evaluations
13. Process certificates for payment
14. Review/approve Contingency Allowance Adjustments (CAA) & Change Orders (CO)
15. Prepare substantial performance report & Certification
16. Construction inspection; incl: Civil, Interior, Structural, Mechanical, Electrical, Landscaping
17. Record drawings
18. Review and approve material testing & certification
19. Deficiency assessment & instructions to correct deficiency
20. Review of warranties
21. Performance inspection and Certification
22. Startup assistance

S. *Other*
   1. *Standards: Only door access control and mechanical*
   2. *No DRB Process*
   3. *Fees: Lump sum, but we will have to provide back up with our fees*
   4. *Wetlands and species environmental*
   5. *Will County accept arial vs. tree count?*

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

ATTACHMENT "C"
FEE SUMMARIES

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT 21-119 New Citrus County Animal Services Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Blue Cord Professional Services			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principle	$ 81.89	6	$ 491.34	
Sr. Estimator	$ 63.80	110	$ 7,018.00	
Estimator	$ 47.85	36	$ 1,722.60	
Project Engineer	$ 48.82	0	$ -	
Superintendent	$ 52.30	0	$ -	
Administration	$ 26.33	8	$ 210.64	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		160		$ 9,442.58
6. OVERHEAD (Labor+General and Administrative)				
Overhead Rate	155.00% x Total Direct Labor			$ 14,636.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 24,078.58
8. PROFIT: Labor Related Cost (Item 7)			25%	$ 6,019.64
9. SUB-TOTAL LUMP SUM AMOUNT				$ 30,098.22
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 30,098.22
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel				
Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 30,098.22
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Principle	Sr. Estimator	Estimator	Project Engineer	Superintendent	Administration	Position 7	Position 8	Direct Cost	Multiplier	
Blue Cord Professional Services	$81.89	$63.80	$47.85	$48.82	$52.30	$26.33	$0.00	$0.00		155.00%	Input your Multiplier
21-119 New Citrus County Animal Services Facility											
Task Description											
30% Submittal											
Concept Layouts	0	0	0	0	0	0	0	0			
Design Meeting		4									
Cost Estimate/ROM	2	30	12			3					
Task Description											
Task Description											
Task Description											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**34**	**12**	**0**	**0**	**3**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,169.20**	**$574.20**	**$0.00**	**$0.00**	**$78.99**	**$0.00**	**$0.00**	**$2,986.17**	**$4,628.56**	**$9,518.42**
60% Submittal											
Prepare 60% design plans	0	0	0	0	0	0	0	0			
Design Meeting		4									
Cost Estimate 60%	2	40	12			3					
Prepare 90% design plans											
Design Meeting		0									
Cost Estimate 90%	0	0	0			0					
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**44**	**12**	**0**	**0**	**3**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,807.20**	**$574.20**	**$0.00**	**$0.00**	**$78.99**	**$0.00**	**$0.00**	**$3,624.17**	**$5,617.46**	**$11,552.04**
90% Submittal											
Prepare 90% design plans	0	0	0	0	0	0	0	0			
Design Meetings		2									
Cost Estimate	2	30	12			2					
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**32**	**12**	**0**	**0**	**2**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,041.60**	**$574.20**	**$0.00**	**$0.00**	**$52.66**	**$0.00**	**$0.00**	**$2,832.24**	**$4,389.97**	**$9,027.77**
Final /Permit											
Task Description	0	0	0	0	0	0	0	0			
Submit to County AHJ											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep	0	0	0	0	0	0	0	0			
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Principle	Sr. Estimator	Estimator	Project Engineer	Superintendent	Administration	Position 7	Position 8	Direct Cost	Multiplier	
Blue Cord Professional Services	$81.89	$63.80	$47.85	$48.82	$52.30	$26.33	$0.00	$0.00		155.00%	Input your Multiplier
21-119 New Citrus County Animal Services Facility											
Task Description											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**6**	**110**	**36**	**0**	**0**	**8**	**0**	**0**			
Fee Subtotal	**$491.34**	**$7,018.00**	**$1,722.60**	**$0.00**	**$0.00**	**$210.64**	**$0.00**	**$0.00**	**$9,442.58**	**$14,636.00**	**$30,098.22**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Bobes Associates Consulting Engineers, Inc.			**4. DATE OF WORK ORDER** 1/10/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal/Project Manager	$ 57.69	2	$ 115.38	
Mechanical Engineer-HVAC	$ 42.55	212	$ 9,020.60	
Plumbing Engineer	$ 42.55	151	$ 6,425.05	
Fire Protection Engineer	$ 42.55	40	$ 1,702.00	
Electrical Engineer-Power	$ 43.92	290	$ 12,736.80	
Electrical Engineer-Lighting	$ 43.92	127	$ 5,577.84	
Cadd/Revit Operator	$ 29.80	397	$ 11,830.60	
Clerical Administrative	$ 19.40	85	$ 1,649.00	
5. TOTAL DIRECT LABOR		1304		$ 49,057.27
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 160.00% x Total Direct Labor				$ 78,491.63
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 127,548.90
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 12,754.89
9. SUB-TOTAL LUMP SUM AMOUNT				$ 140,303.79
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 140,303.79
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS **NA**				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST **NA**				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 140,303.79
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Principal/Project Manager	Mechanical Engineer-HVAC	Plumbing Engineer	Fire Protection Engineer	Electrical Engineer-Power	Electrical Engineer-Lighting	Cadd/Revit Operator	Clerical Administrative	Direct Cost	Multiplier		
Bobes Associates Consulting Engineers	$57.69	$42.55	$42.55	$42.55	$43.92	$43.92	$29.80	$19.40		160%		
21-119	**New Citrus County Animal Shelter Facility**											
Task Description												
30% Submittal												
Kick Off Meeting	2	1	1		1		1					
Project Set Up		1					3					
Preliminary Cooling Load Calculations		6					2					
HVAC System Type Selection		4										
Preliminary Electrical Load Calculations					4							
Preliminary Plumbing Calculations			3									
Preliminary Mech/Elect Room Layout		3	2		3		4					
FP Service Entrance Coordination				3			1					
Design of 30% MMEP/FP Plans		12	10	3	28	12	80					
Specification Index		1			1			1				
Quality Control		1	1		1	1		4				
Subtotal Hours	**2**	**29**	**17**	**6**	**38**	**13**	**91**	**5**				
Subtotal Phase	**$115.38**	**$1,233.95**	**$723.35**	**$255.30**	**$1,668.96**	**$570.96**	**$2,711.80**	**$97.00**	**$7,376.70**	**$11,802.72**	**$19,179.42**	**$21,097.36**
60% Submittal												
30% CD Review Meeting		2	2		2							
Address 30% CD Comments		2	2		2		4					
Cooling Load Calculations		9										
Plumbing Calculations			3									
Mech/Elect Room Layout		4			6		4					
Preliminary HVAC Equipment Selections		6										
Design of 60% MEP/FP Plans		26	22	8	40	22	93					
Specifications												
Quality Control												
Subtotal Hours	**0**	**49**	**29**	**8**	**50**	**22**	**101**	**0**				
Subtotal Phase	**$0.00**	**$2,084.95**	**$1,233.95**	**$340.40**	**$2,196.00**	**$966.24**	**$3,009.80**	**$0.00**	**$9,831.34**	**$15,730.14**	**$25,561.48**	**$28,117.63**
95% Submittal												
60% CD Review Meeting		2	2		2							
Address 60% CD Comments		2	2		2		4					
Mech/Elect Room Layout		4			4		3					
Final HVAC Equipment Selections		6										
Design of 95% MEP/FP Plans		56	56	16	112	52	148					
Specifications		6			6			6				
Quality Control		4			4		8					
Subtotal Hours	**0**	**80**	**60**	**16**	**130**	**52**	**163**	**6**				
Subtotal Phase	**$0.00**	**$3,404.00**	**$2,553.00**	**$680.80**	**$5,709.60**	**$2,283.84**	**$4,857.40**	**$116.40**	**$19,605.04**	**$31,368.06**	**$50,973.10**	**$56,070.41**
Final /Permit												
Energy Calculations		8						3				
Submit to County for Permit		1			3		2	2				
Respond to Permit Comments		4	4		8	2	4	6				
Subtotal Hours	**0**	**13**	**4**	**0**	**11**	**2**	**6**	**11**				
Subtotal Phase	**$0.00**	**$553.15**	**$170.20**	**$0.00**	**$483.12**	**$87.84**	**$178.80**	**$213.40**	**$1,686.51**	**$2,698.42**	**$4,384.93**	**$4,823.42**
Bid and Award												
Answer Bid Questions		2	2	1	4	1	0	4				
Review MEP/FP Bids		1	1		3	1	0	0				
Subtotal Hours	**0**	**3**	**3**	**1**	**7**	**2**	**0**	**4**				
Subtotal Phase	**$0.00**	**$127.65**	**$127.65**	**$42.55**	**$307.44**	**$87.84**	**$0.00**	**$77.60**	**$770.73**	**$1,233.17**	**$2,003.90**	**$2,204.29**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Principal/Project Manager	Mechanical Engineer-HVAC	Plumbing Engineer	Fire Protection Engineer	Electrical Engineer-Power	Electrical Engineer-Lighting	Cadd/Revit Operator	Clerical Administrative	Direct Cost	Multiplier		
Bobes Associates Consulting Engineers	$57.69	$42.55	$42.55	$42.55	$43.92	$43.92	$29.80	$19.40		160%		
21-119	**New Citrus County Animal Shelter Facility**											
Task Description												
Construction Administration	0											
Review MEP/FP Shop Drawings		8	8	6	16	6		16				
Respond to Contractor's RFIs		12	12	3	20	12	26	30				
CA Site Visits During Construction (2)		6	6		6	6		6				
Preparation of MEP As Builts		1	1		1	1	10					
Substantial Completion Inspection		5	5		5	5		2				
Final Completion Inspection		5	5		5	5		2				
Close Out		1	1		1	1		3				
Subtotal Hours	**0**	**38**	**38**	**9**	**54**	**36**	**36**	**59**				
Subtotal Phase	**$0.00**	**$1,616.90**	**$1,616.90**	**$382.95**	**$2,371.68**	**$1,581.12**	**$1,072.80**	**$1,144.60**	**$9,786.95**	**$15,659.12**	**$25,446.07**	**$27,990.68**
Total Hours	**2**	**212**	**151**	**40**	**290**	**127**	**397**	**85**	**1304**			
Fee Subtotal	**$115.38**	**$9,020.60**	**$6,425.05**	**$1,702.00**	**$12,736.80**	**$5,577.84**	**$11,830.60**	**$1,649.00**	**$49,057.27**	**$78,491.63**		**$140,303.79**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ#21-119 New Citrus County Animal Services Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Bowen Engineering Corp			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 72.12	46	$ 3,317.52	
Engineer	$ 48.08	213	$ 10,241.04	
Revit/Cad Tech	$ 38.46	116	$ 4,461.36	
Admin Assistant	$ 24.04	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		375		$ 18,019.92
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 171.00% x Total Direct Labor				$ 30,814.06
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 48,833.98
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 4,883.40
9. SUB-TOTAL LUMP SUM AMOUNT				$ 53,717.38
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 53,717.38
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST-estimated				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 53,717.38
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

BOWEN ENGINEERING CORP	Principal	Engineer	Revit/Cad Tech	Admin Assistant	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Consultant Name	$72.12	$48.08	$38.46	$24.04	$0.00	$0.00	$0.00	$0.00		171%	
New Citrus County Animal Shelter Facility											
Task Description											
30 %-ProgramVerification Submittal											
Review Concept Layouts and meetings	2	4									
Review soils report	2										
Develop Structural design Criteria	2	4									
Preliminary Roof Design	1	4									
Preliminary Lateral Systems Design	1	4									
Preliminary Foundation Design	1	4									
Preliminary roof drafting			6								
Preliminary foundation drafting			6								
Drafting of typical details			6								
Quality Control	2	2									
Task Description											
Subtotal Hours	**11**	**22**	**18**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$793.32**	**$1,057.76**	**$692.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,543.36**	**$4,349.15**	**$7,581.76**
60% Design Development Submittal											
Prepare 60% design plans											
Review 30% documents and meetings	4	4									
Finalize structural design criteria	2	4									
Develop wind loads, DL and LL		12									
Roof Analysis and Design		12									
Vertical systems analysis and design		12									
Foundation systems analysis and design		12									
Drafting of systems			28								
Specifications for 60% and QC	2	4									
Subtotal Hours	**8**	**60**	**28**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$576.96**	**$2,884.80**	**$1,076.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,538.64**	**$7,761.07**	**$13,529.69**
90% Construction Document											
Review 60% documents and meetings	4	4									
Verify and Confirm structural criteria	2	4									
Confirm design loads and mech. Equipment	2	4									
Roof Diaphragm analysis	2	18									
Vertical systems analysis and design	2	18									
Foundation systems analysis and design	2	18									
Lateral systems analysis and design	2	18									
Drafting of systems and details			60								
Specifications to 90% and QC	4	6									
Subtotal Hours	**20**	**90**	**60**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$1,442.40**	**$4,327.20**	**$2,307.60**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,077.20**	**$13,812.01**	**$24,078.13**
Final /Permit											
Review 90% Documents	1	3									
Finalize and QC documents		5									
Subtotal Hours	**1**	**8**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$72.12**	**$384.64**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$456.76**	**$781.06**	**$1,361.60**
Bid and Award											
Assist in bid process		2									
Issue revisions and addenda		2	6								
Task Description											
Task Description											
Subtotal Hours	**0**	**4**	**6**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

BOWEN ENGINEERING CORP	Principal	Engineer	Revit/Cad Tech	Admin Assistant	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Consultant Name	$72.12	$48.08	$38.46	$24.04	$0.00	$0.00	$0.00	$0.00		171%	
Subtotal Phase	**$0.00**	**$192.32**	**$230.76**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$423.08**	**$723.47**	**$1,261.20**
Construction Administration/Closeout											
Review shop dwgs/submittals		8									
Review and answer Rfi's	2	8									
Periodic site visits		12									
Walkthrough/punch list	4										
Closeout/as builts		1	4								
Subtotal Hours	**6**	**29**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$432.72**	**$1,394.32**	**$153.84**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,980.88**	**$3,387.30**	**$5,905.00**
Total Hours	**46**	**213**	**116**	**0**	**0**	**0**	**0**	**0**	**375**		
Fee Subtotal	**$3,317.52**	**$10,241.04**	**$4,461.36**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$18,019.92**	**$30,814.06**	**$53,717.38**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Jensen Hughes, Inc.			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
PM/Sr. FP	$ 74.27	40	$ 2,970.80	
Sr. Eng.	$ 63.43	40	$ 2,537.20	
Staff Eng.	$ 42.76	16	$ 684.16	
Position 4	$ -	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		96		$ 6,192.16
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 207.00% x Total Direct Labor				$ 12,817.77
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 19,009.93
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 1,900.99
9. SUB-TOTAL LUMP SUM AMOUNT				$ 20,910.92
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 20,910.92
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST **Travel** Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 20,910.92
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	PM/Sr. FP	Sr. Eng.	Staff Eng.	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Jensen Hughes	$74.27	$63.43	$42.76	$0.00	$0.00	$0.00	$0.00	$0.00		207.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Review SD Drawings	2	2	4	0	0	0	0	0			
Attend project meetings with Deign Team	2										
Perform Code Research		2									
Meeting with Fire Marshal	2										
Disaster/emergency management Plan	2	4									
Task Description											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**8**	**8**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$594.16**	**$507.44**	**$171.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,272.64**	**$2,634.36**	**$4,297.71**
60% Submittal											
Review 60% design plans	4	6	2	0	0	0	0	0			
Attend project meetings	4										
Prepare Code analysis narrtaive		6	2								
Meeting with Fire Marshal	4										
Disaster/emergency management Plan	4	4	2								
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**16**	**16**	**6**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$1,188.32**	**$1,014.88**	**$256.56**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,459.76**	**$5,091.70**	**$8,306.61**
90% Submittal											
Review Drawings	4	4	2	0	0	0	0	0			
Attend project meetings	4										
Disaster/emergency management Plan	4	8	2								
Task Description											
Task Description											
Task Description											
Subtotal Hours	**12**	**12**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$891.24**	**$761.16**	**$171.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,823.44**	**$3,774.52**	**$6,157.76**
Final /Permit											
Task Description	0	0	2	0	0	0	0	0			
Respond to commnets from County AHJ		0									
Subtotal Hours	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$85.52**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$85.52**	**$177.03**	**$288.80**
Bid and Award											
Assist in bid doc prep	4	4	0	0	0	0	0	0			
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$297.08**	**$253.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$550.80**	**$1,140.16**	**$1,860.05**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	PM/Sr. FP	Sr. Eng.	Staff Eng.	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Jensen Hughes	$74.27	$63.43	$42.76	$0.00	$0.00	$0.00	$0.00	$0.00		207.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Task Description											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**40**	**40**	**16**	**0**	**0**	**0**	**0**	**0**			
Fee Subtotal	**$2,970.80**	**$2,537.20**	**$684.16**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,192.16**	**$12,817.77**	**$20,910.92**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Magley Design, LLC			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 71.15	8	$ 569.20	
Project Manager	$ 71.15	159	$ 11,312.85	
Position 3	$ -	0	$ -	
Position 4	$ -	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
5. TOTAL DIRECT LABOR		167		$ 11,882.05
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 155.00% x Total Direct Labor				$ 18,417.18
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 30,299.23
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 3,029.92
9. SUB-TOTAL LUMP SUM AMOUNT				$ 33,329.15
10. SUBCONTRACTS (LUMP SUM)				
			$ -	
			$ -	
			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 33,329.15
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel-3 trips to site			$ 285.71	
REIMBURSABLES SUB-TOTAL				$ 285.71
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 285.71
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 33,614.86
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Principal	Project Manager	Position 3	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Magley Design	$71.15	$71.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		155.00%	Input your Multiplier
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Review available documents		2									
Consultant team coordination		2									
Sheet Set ups		3.5									
Site Plan Reviews		3									
Code compliance review		4									
plant selection - populate database		1.5									
Conceptual design		16.5									
Subtotal Hours	**0**	**32.5**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$2,312.38**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,312.38**	**$3,584.18**	**$6,486.21**
60% Submittal											
Respond to 30% comments		5									
Prepare 60% design plans		32									
Irrigation plans		18									
Details		5									
Schedule and notes		3									
QA/QC	4										
Task Description											
Subtotal Hours	**4**	**63**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$284.60**	**$4,482.45**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,767.05**	**$7,388.93**	**$13,371.58**
90% Submittal											
Respond to 60% comment		4									
Prepare 90% design plans		12									
Final coordination w/other subs		2									
QA/QC	4										
Task Description											
Subtotal Hours	**4**	**18**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$284.60**	**$1,280.70**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,565.30**	**$2,426.22**	**$4,390.67**
Final /Permit											
Prepare 100% plans	0	6									
Sign/Seal documents	0	0.5									
Subtotal Hours	**0**	**6.5**						**0**			
Subtotal Phase	**$0.00**	**$462.48**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$462.48**	**$716.84**	**$1,297.24**
Bid and Award											
Response to comments		4									
Requests for information		2									
Task Description											
Subtotal Hours	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Principal	Project Manager	Position 3	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Magley Design	$71.15	$71.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		155.00%	Input your Multiplier
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$426.90**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$426.90**	**$661.70**	**$1,197.45**
Construction Administration											
RFI's		2									
Construction coordination		12									
Site Visit/Substantial Completion		8									
Final Completion		8									
As Builts		3									
Subtotal Hours	**0**	**33**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$2,347.95**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,347.95**	**$3,639.32**	**$6,586.00**
Total Hours	**8**	**159**	**0**	**0**	**0**	**0**	**0**	**0**			
Fee Subtotal	**$569.20**	**$11,312.85**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,882.05**	**$23,194.90**	**$33,329.15**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT MLM Martin Architects, Inc.			**4. DATE OF WORK ORDER** 1/18/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 73.93	44	$ 3,252.92	
Sr. Project Manager	$ 69.16	643	$ 44,469.88	
Project Architect	$ 43.85	555	$ 24,336.75	
Sr. Interior Designer	$ 46.02	46	$ 2,116.92	
Revitt II	$ 38.46	508	$ 19,537.68	
Architectural Designer	$ 43.85	504	$ 22,100.40	
Document Control	$ 44.67	96	$ 4,288.32	
Clerical II	$ 32.13	202	$ 6,490.26	
5. TOTAL DIRECT LABOR		2,598		$ 126,593.13
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 168.00% x Total Direct Labor				$ 212,676.46
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 339,269.59
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 33,926.95
9. SUB-TOTAL LUMP SUM AMOUNT				$ 373,196.54
10. SUBCONTRACTS (LUMP SUM)				$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 373,196.54
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST Travel/ Site Visits/ Printing/ Presentation Preparation				$ 19,000.00
REIMBURSABLES SUB-TOTAL				$ 19,000.00
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 19,000.00
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 392,196.54
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Pricipal	Sr. Project Manager	Project Architect	Sr. Interior Designer	Revitt II	Architectural Designer	Document Control	Clerical II	Direct Cost	Multiplier	
MLM-Martin Architects Inc.	$73.93	$69.16	$43.85	$46.02	$38.46	$43.85	$44.67	$32.13		168.00%	Total Fee
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Schematic Design 30% Submittal											
Meetings with County One Meeting	0	12	12	0	0	0	0				
Meetings with Team		10	10		8						
Code analysis & Site - Meetings with AHJ		10	16								
Program Verification- Spaces-Site-equipment-Finishes		14	24			16		4			
Conceptual Layouts		14	28		32	32					
QC & Coordination	4	5	5		4	4		2			
Prepartion of 30% Drawings		10	10		32	32					
Cost Verification- Reconsiliation		10									
Technical Review Meeting and Comments		12	12								
Task Description											
Subtotal Hours	**4**	**97**	**117**	**0**	**76**	**84**	**0**	**6**			
Subtotal Phase	**$295.72**	**$6,708.52**	**$5,130.45**	**$0.00**	**$2,922.96**	**$3,683.40**	**$0.00**	**$192.78**	**$18,933.83**	**$31,808.83**	**$55,816.93**
Design Development 60% Submittal											
Prepare 60% Dwgs	0	12	40	0	56	56	0	0			
Prepare 60% Specifications	8	12	40	2				40			
Compile Products Approvals	2	4	10			8					
Prepare Color Boards-Color Selection		4		8		24		4			
Coordiantion with Civil for Site Permits and follow up with AHJ for Building		16	4		4			4			
Meetings with County		24	16								
Meetings with Team	2	24	24		8	8					
QC & Coordination	4	12	12		12	12		4			
Cost Verification- Reconsiliation		12									
Subtotal Hours	**16**	**120**	**146**	**10**	**80**	**108**	**0**	**52**			
Subtotal Phase	**$1,182.88**	**$8,299.20**	**$6,402.10**	**$460.20**	**$3,076.80**	**$4,735.80**	**$0.00**	**$1,670.76**	**$25,827.74**	**$43,390.60**	**$76,140.18**
Construction Document 95% Submittal											
Prepare Constrution Dwgs	4	32	84	20	240	240	8	12			
Prepare Construction Specs	4	24	56	8				60			
Meetings with Client & Tech Review		24	24					8			
Meetings with Team	4	24	24		16	16		8			
QC & Coordination	8	32	32	4	24	24		16			
Cost Confirmation and Reconciliation		10									
Subtotal Hours	**20**	**146**	**220**	**32**	**280**	**280**	**8**	**104**			
Subtotal Phase	**$1,478.60**	**$10,097.36**	**$9,647.00**	**$1,472.64**	**$10,768.80**	**$12,278.00**	**$357.36**	**$3,341.52**	**$49,441.28**	**$83,061.35**	**$145,752.89**
Final /Permit											
Complete Final CD DWG & SPEC		4	32	4	32	32		12			
S& Seal Doc/Permit/responses	4										
Subtotal Hours	**4**	**4**	**32**	**4**	**32**	**32**	**0**	**12**			
Subtotal Phase	**$295.72**	**$276.64**	**$1,403.20**	**$184.08**	**$1,230.72**	**$1,403.20**	**$0.00**	**$385.56**	**$5,179.12**	**$8,700.92**	**$15,268.05**
Bid and Award											
Assist in bid doc prep	0	0	0	0	0	0	0	12			
Response to question/Addendum		8						16			
Prebid Conference		8									
Task Description											
Subtotal Hours	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**28**			

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Pricipal	Sr. Project Manager	Project Architect	Sr. Interior Designer	Revitt II	Architectural Designer	Document Control	Clerical II	Direct Cost	Multiplier	
MLM-Martin Architects Inc.	$73.93	$69.16	$43.85	$46.02	$38.46	$43.85	$44.67	$32.13		168.00%	Total Fee
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$1,106.56**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$899.64**	**$2,006.20**	**$3,370.42**	**$5,914.28**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	40	0	0	0	40	0			
RFI's ASI'S		40					32				
Review Pay requests		12									
Site Visits /on site JM (two per month)		176					8				
Walkthrough/punch list		24					8				
Closeout/RecordDWG/O&M		8			40						
Subtotal Hours	**0**	**260**	**40**	**0**	**40**	**0**	**88**	**0**			
Subtotal Phase	**$0.00**	**$17,981.60**	**$1,754.00**	**$0.00**	**$1,538.40**	**$0.00**	**$3,930.96**	**$0.00**	**$25,204.96**	**$42,344.33**	**$74,304.22**
Total Hours	**44**	**643**	**555**	**46**	**508**	**504**	**96**	**202**			
Fee Subtotal	**$3,252.92**	**$44,469.88**	**$24,336.75**	**$2,116.92**	**$19,537.68**	**$22,100.40**	**$4,288.32**	**$6,490.26**	**$126,593.13**	$212,676.46	**$373,196.54**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL						
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility				**2.WORK ORDER NUMBER**		
3. NAME OF CONSULTANT Siebein Associates, Inc.				**4. DATE OF WORK ORDER** 17-Jan-22		
PART II: LABOR RELATED COSTS						
	Hourly Rates		**Estimated Hours**	**Estimated Cost**		**Total**
Senior Principal	$	88.67	29	$	2,571.43	
Associate Principal	$	52.51	162	$	8,506.62	
Senior Consultant	$	40.38	72	$	2,907.36	
Consultant	$	37.56	124	$	4,657.44	
Technical Staff	$	18.50	72	$	1,332.00	
Administrtive	$	-	0	$	-	
0	$	-	0	$	-	
0	$	-	0	$	-	
5. TOTAL DIRECT LABOR			459			$ 19,974.85
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 191.00% x Total Direct Labor						$ 38,151.96
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)						$ 58,126.81
8. PROFIT: Labor Related Cost (Item 7)					10%	$ 5,812.68
9. SUB-TOTAL LUMP SUM AMOUNT						$ 63,939.49
10. SUBCONTRACTS (LUMP SUM)						
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)						$ 63,939.49
PART III: OTHER COSTS						
12: MISCELLANEOUS DIRECT COSTS **NA**						$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL						$ -
13. REIMBURSABLE COST **NA**						
REIMBURSABLES SUB-TOTAL						$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)						$ -
PART IV: SUMMARY						
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14						$ 63,939.49
16. PRIOR CONTRACT AMOUNT						$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)						N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Senior Principal	Associate Principal	Senior Consultant	Consultant	Technical Staff				Direct Cost	Multiplier	
Siebein Associates, Inc.	$88.67	$52.51	$40.38	$37.56	$18.50	$0.00	$0.00	$0.00		191.00%	
RFQ#21-119 New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Site Noise ambient sound level measurements	4	12			32						
Site noise computer analysis	4	12	40								
30% acoustical analysis of building	4	40									
Subtotal hours	**12**	**64**	**40**	**0**	**32**	**0**	**0**	**0**			
Subtotal Phase	**$1,064.04**	**$3,360.64**	**$1,615.20**	**$0.00**	**$592.00**	**$0.00**	**$0.00**	**$0.00**	**$6,631.88**	**$12,666.89**	**$21,228.65**
60% Submittal											
Architctural Acoustics analysis, specs and details	3	40									
HVAC system noise and vibration analysis and recommendtions	3			80							
Subtotal hours	**6**	**40**	**0**	**80**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$532.02**	**$2,100.40**	**$0.00**	**$3,004.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,637.22**	**$10,767.09**	**$18,044.74**
90% Submittal											
Acoustical review and coordination	3	6		12							
Subtotal hours	**3**	**6**	**0**	**12**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$266.01**	**$315.06**	**$0.00**	**$450.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,031.79**	**$1,970.72**	**$3,302.76**
Final /Permit											
Revise OPC											
Submit to County											
Subtotal hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep											
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Senior Principal	Associate Principal	Senior Consultant	Consultant	Technical Staff				Direct Cost	Multiplier	
Siebein Associates, Inc.	$88.67	$52.51	$40.38	$37.56	$18.50	$0.00	$0.00	$0.00		191.00%	
RFQ#21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00
Construction Administration/Closeout											
Review shop drawings	2	12	16	16							
Video calls/telephone consulting	2	12	16	16							
Site visit observation	1	12			16						
Coordinate closeout documents	3	16			24						
Subtotal hours	**8**	**52**	**32**	**32**	**40**	**0**	**0**	**0**			
Subtotal Phase	**$709.36**	**$2,730.52**	**$1,292.16**	**$1,201.92**	**$740.00**	**$0.00**	**$0.00**	**$0.00**	**$6,673.96**	**$12,747.26**	**$21,363.35**
Total Hours	**29**	**162**	**72**	**124**	**72**	**0**	**0**	**0**			
Fee Subtotal	**$2,571.43**	**$8,506.62**	**$2,907.36**	**$4,657.44**	**$1,332.00**	**$0.00**	**$0.00**	**$0.00**	**$19,974.85**	**$38,151.96**	**$63,939.49**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ#21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Terracon Consultants, Inc.			**4. DATE OF Task ORDER** 18-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal Engineer	$ 87.26	3	$ 261.78	
Senior Engineer	$ 64.02	14	$ 896.28	
Engineer	$ 39.74	4	$ 158.96	
Senior Engineering Technician	$ 33.84	4	$ 135.36	
Engineering Technician	$ 21.11	0	$ -	
Engineering Intern	$ 32.21	0	$ -	
CAD Technician	$ 30.20	0	$ -	
Administrative Assistant	$ 32.69	1	$ 32.69	
5. TOTAL DIRECT LABOR		26		$ 1,485.07
6. OVERHEAD (Labor+General and Administrative) Overhead Rate	185.00% x Total Direct Labor			$ 2,747.38
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 4,232.45
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 423.24
9. SUB-TOTAL LUMP SUM AMOUNT				$ 4,655.69
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 4,655.69
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				
	Clearing Subcontractor to Access Geotechnical Borings/Drilling/Laboratory			$ 7,325.38
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 7,325.38
13. REIMBURSABLE COST				
Travel				
Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 7,325.38
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 11,981.07
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Principal Engineer	Senior Engineer	Engineer	Senior Engineering Technicain	Engineering Technician	Engineering Intern	CAD Technician	Administarative Assistant	Direct Cost	Multiplier	
Terracon Consultants, Inc.	$87.26	$64.02	$39.74	$33.84	$21.11	$32.21	$30.20	$32.69		185.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Geotechnical Scope											
Schematic Design 30%											
Project Initiation/Setup	0.5	1	0	0		0	0	0.5			
Site Reconnaissance/Staking Borings/Calling in Utility Locate											
Drilling Services											
Boring Review /Soil Classification											
Preliminary Recommendations											
Stormwater Analysis											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**0.5**	**1**	**0**	**0**	**0**	**0**	**0**	**0.5**			
Subtotal Phase	**$43.63**	**$64.02**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$16.35**	**$124.00**	**$229.39**	**$388.72**
Design Development 60% Submittal											
Site Reconnaissance/Staking Borings/Calling in Utility Locate				4							
Boring review/Soil classification	0.5	1	4								
Preliminary Recommendations	0.5	2									
Stormwater Analysis		1									
Prepare 60% design plans	1	6						0.5			
Task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**10**	**4**	**4**	**0**	**0**	**0**	**0.5**			
Subtotal Phase	**$174.52**	**$640.20**	**$158.96**	**$135.36**	**$0.00**	**$0.00**	**$0.00**	**$16.35**	**$1,125.39**	**$2,081.96**	**$3,528.08**
Construction Document 90%											
Review plans	0	1	0	0	0	0	0	0			
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$64.02**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$64.02**	**$118.44**	**$200.70**
Final /Permit											
Task Description	0	0	0	0	0	0	0	0			
Submit to County AHJ											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep	0.5	1	0	0	0	0	0	0			
Coordinate through bid process		1									
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**0.5**	**2**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$43.63**	**$128.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$171.67**	**$317.59**	**$538.19**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Principal Engineer	Senior Engineer	Engineer	Senior Engineering Technicain	Engineering Technician	Engineering Intern	CAD Technician	Administarative Assistant	Direct Cost	Multiplier	
Terracon Consultants, Inc.	$87.26	$64.02	$39.74	$33.84	$21.11	$32.21	$30.20	$32.69		185.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Geotechnical Scope											
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**3**	**14**	**4**	**4**	**0**	**0**	**0**	**1**			
Fee Subtotal	**$261.78**	**$896.28**	**$158.96**	**$135.36**	**$0.00**	**$0.00**	**$0.00**	**$32.69**	**$1,485.07**	**$2,747.38**	**$4,655.69**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT TOCOI ENGINEERING			**4. DATE OF WORK ORDER** 1/19/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 60.81	90	$ 5,472.90	
Project Mgr	$ 50.68	530	$ 26,860.40	
PE	$ 45.61	372	$ 16,966.92	
Designer	$ 32.09	192	$ 6,161.28	
Admin II	$ 25.34	62	$ 1,571.08	
5. TOTAL DIRECT LABOR		1246		$ 57,032.58
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 196.00% x Total Direct Labor				$ 111,783.86
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 168,816.44
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 16,881.64
9. SUB-TOTAL LUMP SUM AMOUNT				$ 185,698.08
10. SUBCONTRACTS (LUMP SUM)				
Charles Bassett & Assoc., Inc.			$ 23,500.00	
SWCA Environmental, Inc.			$ 22,777.00	
				$ 46,277.00
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 231,975.08
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				
Printing and Reprographics				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel/ Per Diem/ Construction Inspection				$ 8,000.00
REIMBURSABLES SUB-TOTAL				$ 8,000.00
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 8,000.00
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 239,975.08
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

	Principal	Project Manager	Project Engineer	Designer	Construction Admin	Admin II	Direct Cost	Multiplier
Tocoi Engineering	$60.81	$50.68	$45.61	$32.09	$39.00	$25.34		196%
RFQ#21-119	**New Citrus County Animal Shelter Facility**							
Task Description								
30% Submittal								
Client Coordination/ Site Visit		24	16					
Master Planning	8	12	16	24				
Obtain Site Survey		12				3		
Obtain Geotech Survey		12				4		
Gather Utility Data		32				4		
Gather Environmental/JD Data		40				4		
Archaeological/Historical Review		36				4		
Develop Site Design		16	32					
Preliminary Architechtural Design		24						
Prepare 30% Design Plans		12	16	36				
QA/QC	18	24	8			2		
Opinion of Probable Cost (OPC)	4	6	8			1		
Agency Preapplication Mtgs		**6**	**6**			**2**		
Subtotal Hours	**30**	**256**	**102**	**60**	**0**	**24**		
Subtotal Phase	**$1,824.30**	**$12,974.08**	**$4,652.22**	**$1,925.40**	**$0.00**	**$608.16**	**$21,984.16**	**$43,088.95**
60% Submittal								
Prepare for BOCC/Public Mtg	6	6	8			4		
Attend BOCC/Public Mtg(s)		6	2					
Client Coordination/ Site Visit		10	16					
Revise Site Plans, Calcs		12	16					
Revise Building Plans		24						
Revise OPC		4	8			1		
Develop Landscape Plans		8						
Prepare 60% Design Plans		16	24	72				
QA/QC	14	20	6			2		
Apply for Agency Permits		**8**	**20**			**2**		
Submit to County and Agencies		**2**	**4**			**1**		
Subtotal Hours	**20**	**116**	**104**	**72**	**0**	**10**		
Subtotal Phase	**$1,216.20**	**$5,878.88**	**$4,743.44**	**$2,310.48**	**$0.00**	**$253.40**	**$14,402.40**	**$28,228.70**
90% Submittal								
Prepare for BOCC/Public Mtg	4	6	8			4		
Attend BOCC/Public Mtg(s)		6	2					
Client Coordination/ Site Visit		12	16					
Revise Site Plans, Calcs		12	12					
Revise Building Plans	6	12						
Revise OPC	2	3	4			1		
Prepare 90% Design Plans		10	20	32				

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

	Principal	Project Manager	Project Engineer	Designer	Construction Admin	Admin II	Direct Cost	Multiplier
Tocoi Engineering	$60.81	$50.68	$45.61	$32.09	$39.00	$25.34		196%
QA/QC	10	8	2			2		
Resubmit to County and Agencies		2	4			1		
Subtotal Hours	**22**	**71**	**68**	**32**	**0**	**8**		
Subtotal Phase	**$1,337.82**	**$3,598.28**	**$3,101.48**	**$1,026.88**	**$0.00**	**$202.72**	**$9,267.18**	**$18,163.67**
Final /Permit								
Prepare for BOCC/Public Mtg	2	4	8			4		
Attend BOCC/Public Mtg(s)		4	2					
Client Coordination/ Site Visit		2	16					
Revise Site Plans, Calcs		6	8					
Revise Building Plans	4	14						
Revise OPC		2	4			1		
Prepare Final Design Plans		6	16	28				
QA/QC	6	4	2			2		
Resubmit to County and Agencies		2	4			1		
Subtotal Hours	**12**	**44**	**60**	**28**	**0**	**8**		
Subtotal Phase	**$729.72**	**$2,229.92**	**$2,736.60**	**$898.52**	**$0.00**	**$202.72**	**$6,797.48**	**$13,323.06**
Bid and Award								
Assist County in Bid Doc Prep	2	16				6		
Assist County in Bidding Activities	2	16				6		
Subtotal Hours	**4**	**32**	**0**	**0**	**0**	**12**		
Subtotal Phase	**$243.24**	**$1,621.76**	**$0.00**	**$0.00**	**$0.00**	**$304.08**	**$2,169.08**	**$4,251.40**
Construction Administration								
Conduct Pre-construction mtg		1	4					
Respond to RFIs		2	12					
Review progress/ change orders		2	16					
Site review/ inspection/ CEI		2						
Certify substantial completion	1	2	6					
Review as-builts	1	2						
Subtotal Hours	**2**	**11**	**38**	**0**	**0**	**0**		
Subtotal Phase	**$121.62**	**$557.48**	**$1,733.18**	**$0.00**	**$0.00**	**$0.00**	**$2,412.28**	**$4,728.07**
Total Hours	**90**	**530**	**372**	**192**	**0**	**62**	**1246**	
Fee Subtotal	**$5,472.90**	**$26,860.40**	**$16,966.92**	**$6,161.28**	**$0.00**	**$1,571.08**	**$57,032.58**	**$111,783.86**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

Project #	Name of Consultant	Specialty	Direct Project Cost	Overhead Multiplier	Consultant Subtotal	Profit	Total	Geotech/ Environmental Subconsultant	Surveyor Subconsultant	Reimbursables	Total Cost
21-119	**Blue Cord-Estimating**	Cost Estimator	$9,442.58	2.55	$24,078.58	1.25	$30,098.22				$30,098.22
21-119	**Bobes-ME**	MEP-Fire Sprinkler-Low Voltage Engineering	$49,057.27	2.60	$127,548.90	1.10	$140,303.79				$140,303.79
21-119	**Bowen-Structural**	Structural Engineering	$18,019.92	2.71	$48,833.98	1.10	$53,717.38				$53,717.38
21-119	**Jensen Hughes-NFPA**	NFPA 150 Compliance	$6,192.16	3.07	$19,009.93	1.10	$20,910.92				$20,910.92
21-119	**Magley-Landscaping**	Landscape & Irrigation Architecture/Design	$11,882.05	2.55	$30,299.23	1.10	$33,329.15			$285.71	$33,614.86
21-119	**MLM-Martin Architects**	Architecture	$126,593.13	2.68	$339,269.59	1.10	$373,196.54			$19,000.00	$392,196.54
21-119	**Siebein-Acoustical**	Architectural & Environmental Acoustics	$19,974.85	2.91	$58,126.81	1.10	$63,939.49				$63,939.49
21-119	**Terracon-Geotech**	Geotechnical	$1,485.07	2.85	$4,232.45	1.10	$4,655.69	$7,325.38			$11,981.07
21-119	**Tocoi-PM/ Civil Engr**	Prime Consultant/ Civil Engineering	$57,032.58	2.96	$168,816.44	1.10	$185,698.08	$22,777.00	$23,500.00	$8,000.00	$239,975.08
	Total Project Cost		**$299,679.61**		**$820,215.91**		**$905,849.26**	**$30,102.38**	**$23,500.00**	**$27,285.71**	**$986,737.35**

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus

ATTACHMENT "D"
SWCA SCOPE AND FEE

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

February 21, 2022

Mr. Charles Sohm, PE
Tocoi Engineering, Inc.
714 North Orange Avenue
Green Cove Springs, FL 32043

Submitted via email to: csohm@tocoi.com

Re: Environmental Consulting Services Proposal
Citrus County Animal Services Shelter (P71609)

Dear Mr. Sohm:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for post-construction environmental services for supporting Tocoi Engineering (Tocoi) with its Citrus County Animal Services Shelter Project (project) in Citrus County, Lecanto, Florida. SWCA has decades of experience supporting all stages of environmental resource permitting throughout the Southeastern United States. Our staff is qualified and available to support Tocoi with the necessary environmental permitting service to support this project.

The work order request from Tocoi received on January 18, 2022 included the following five requested tasks:

1. Wetland delineation and permitting as required for the Southwest Florida Water Management District (SWFWMD)/Florida Department of Environmental Protection (FDEP), etc.
2. Mitigation of any protected animal species (gopher tortoises, indigo snake, scrub jay)
3. Archaeological and Historical Resource Protection
4. Phase I Environmental Site Assessment (ESA)/Contamination Report
5. Seminole Tribal Historic Preservation Office (THPO) coordination/permitting

To prepare our scope of work and cost estimate, we reviewed the figure you provided and readily available public information regarding the site. The information we reviewed included the following data layers and maps:

- 2021 parcel boundary information from the Florida Department of Revenue (FDOR)
- 2021 aerial imagery from the Environmental Systems Research Institute (ESRI) and Google Earth
- 1995-2021 historic aerial imagery from Google Earth Pro
- 2012 Natural Resources Conservation Service (NRCS) soil survey
- 2012-2019 Florida Land Use, Cover and Forms Classification System (FLUCCS) habitats
- 2021 bald eagle (*Haliaeetus leucocephalus*) nesting locations from the Florida Fish and Wildlife Conservation Commission (FWC)
- SWFWMD Environmental Resource Permit (ERP) permit file
- Historic U.S. Geological Survey (USGS) topographic maps for the project vicinity

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Several preliminary findings affect the requested scope of work. We have reason to believe the site does not contain any jurisdictional wetlands. The scope for this task includes sending qualified wetland delineators to the site to confirm this. We expect to confirm that no wetlands are present, so we included the effort necessary to provide a letter of findings summarizing our work. This would also potentially eliminate the need for wetland permitting, mitigation, and FDEP involvement. If wetlands are present, they will be flagged and mapped and a change order will be requested to address the needs of SWFWMD and FDEP permitting.

The preliminary investigation revealed that the only listed species likely to be significantly affected by the proposed project is the gopher tortoise (*Gopherus polyphemus*). The site and vicinity do not appear to contain habitat suitable for the Florida scrub jay (*Aphelocoma coerulescens*). We do not expect significant impacts to the eastern indigo snake (*Drymarchon corais couperi*) . Since the project site is adjacent to the Withlacoochee State Forest, which likely provides suitable habitat for eastern indigo snakes, we will follow standard U.S. Fish and Wildlife Service (USFWS) precautions for indigo snakes when relocating any gopher tortoises that may be present.

TASK 1. WETLAND DELINEATION AND PRELIMINARY LISTED SPECIES INVESTIGATION

SWCA shall send a team to the project site that includes a qualified wetland delineator, a listed species biologist, and at least one (1) FWC authorized gopher tortoise agent. The purpose of this investigation will be to confirm our initial investigation that suggests no jurisdictional wetlands are present at the project site. Vegetation, soils, and site hydrology will be documented for a letter of findings. This letter will be sufficient for submittal to both Citrus County and SWFWMD. We expect this letter will relieve the requirement for wetland permitting.

The field investigation will include a preliminary investigation to confirm the location and number of gopher tortoise burrows that may be affected by the proposed project. If gopher tortoise burrows are identified during the preliminary investigation, burrows will be marked in the field in accordance with FWC standards. SWCA will provide a report with a graphic map depicting the location of identified burrows.

The project site and adjacent properties do not appear to contain any habitat suitable for scrub jays. We expect to confirm this during the field investigation. If suitable scrub jay habitat is identified, a change order will be developed to address the need for a scrub jay survey and to obtain a USFWS permit necessary to facilitate the project.

The project site is not of a size or landscape position that lends itself to be considered critical habitat for indigo snakes. The Withlacoochee State Forest, located east of the project site, is likely considered suitable habitat for indigo snakes. The site investigation is unlikely to reveal the presence of indigo snakes but also cannot confirm their absence. We propose to follow USFWS standard guidance for indigo snakes which includes notification to USFWS, signs, and information regarding indigo snakes to be posted during construction.

TASK 2. LEVEL 1 CULTURAL RESOURCES ASSESSMENT SURVEY

During our preliminary investigation using USGS maps we identified one (1) structure that is located on or near the project vicinity on or after the 1890s and up to the 1950s. This preliminary finding is not in itself significant, other than it will require an additional field investigation to determine a more precise location and document the nature of the former structure. SWCA shall coordinate a Level 1 Cultural Resources Assessment Survey (CRAS) of the proposed Citrus County Animal Control Facility in Citrus County, Florida.

The cost for this task includes submittal and coordination of the field investigation with the State Historic Preservation Office (SHPO) and the Seminole THPO.

The cost for this task does not include Level 2 or Level 3 archaeological investigations.

TASK 3. ASTM PHASE I ENVIRONMENTAL SITE ASSESMENT

SWCA shall provide a Phase I ESA standard report in accordance with ASTM Standard E1527-21. Typically, a Phase I ESA report will be completed and delivered within approximately 15 business days. Phase I ESA reports can be expedited for an additional fee. The cost for this report will include the following: review of previous ESAs and title report (if available); records review (Environmental Data Resources Radius Map Report); Vapor Encroachment Evaluation report; readily available historic research, maps, and figures; interviews with regulatory officials and personnel associated with the subject and adjoining properties; one (1) site visit; evaluation of information; and an electronic PDF copy of the report.

Typically, a Phase I ESA does not include sampling or testing of air, soil, groundwater, surface water, or building materials. These activities would be carried out in a Phase II ESA, if necessary.

TASK 4. MEETINGS

SWCA expects to attend various client, owner, regulatory, or other meetings necessary to facilitate this project. Considering the current situation with the COVID-19 pandemic, SWCA expects travel and face-to-face meetings to remain restricted. We included a budget for no more than eight (8) meetings by teleconference via a method acceptable to the client and/or owner.

ESTIMATED COST

SWCA proposes to invoice our services monthly on a lump sum basis. Table 1 summarizes the estimated cost of these services, per task.

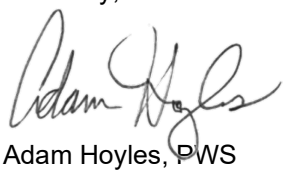
Table 1. Cost Estimate.

TASK	ESTIMATED COST
Task 1. Wetland delineation and preliminary listed species investigation	$6,229
Task 2. Level 1 Cultural Resources Assessment	$11,857
Task 3. ASTM Phase I Environmental Site Assessment	$3,261
Task 4. Meetings (up to 8 by teleconference)	$1,430
TOTAL	$22,777

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Thank you for providing us with the opportunity to work with you. We are excited to assist Tocoi Engineering, Inc. with this important project. Please contact me at (904) 859-7263 or adam.hoyles@swca.com if you have any questions regarding this proposal.

Sincerely,



Adam Hoyles, PWS
Senior Project Manager

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

1. Services. Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

2. Work Schedule. SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

3. Additional Services. Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

4. Standard of Service. SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

5. Project Information; Confidentiality. Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

6. General Payment and Expense Terms. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

7. Taxes. Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

8. Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of $200 or 1% of the overdue balance.

9. Term of Agreement. Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

10. Termination. If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

11. Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

12. Governing Law; Interpretation. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

13. Insurance. The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

14. Indemnification. Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

15. Consequential Damages Waiver. Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

ATTACHMENT "E"
TERRACON SCOPE AND FEE

January 21, 2022

MLM-Martin Architects, Inc
668 N. Orlando Avenue, Suite 107
Orlando, FL 32751

Attn: Mr. Miguel L. Martin, AIA
P: 407-897-6764
E: mmartin@mlm-martin.com

Re: Proposal for Geotechnical Engineering Services
Citrus County Animal Control Services
3062 W. Woodland Ridge Drive
Lecanto, Citrus County, Florida
Terracon Proposal No. PH4225011

Dear Mr. Martin:

We appreciate the opportunity to submit this proposal to MLM-Martin Architects, Inc (MLM) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits for this proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the Scope of Services described in this proposal is $11,981.07. See Exhibit C for more details of our fees and consideration of additional services.

Sincerely,
Terracon Consultants, Inc.

Stephen C. Knauss, P.E., D.GE
Senior Engineer

Keith D Bennett, P.E.
Senior Geotechnical Engineer

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by MLM and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 3062 W. Woodland Ridge Drive in Lecanto, Citrus County, Florida. Latitude/Longitude (approximate) 28.8436/-82.4866 (See Exhibit D)
Existing Improvements	The site is undeveloped.
Current Ground Cover	The site is heavily vegetated.
Existing Topography (from USGS)	The elevation is approximately +40 to +50 feet NGVD.
Site Access	We expect the site, and all exploration locations, are accessible for our clearing subcontractor and truck-mounted drilling equipment.
Expected Subsurface Conditions	The near surface soils are sands overlying clayey sands. Limestone is relatively deep.

Planned Construction

Item	Description
Information Provided	Information was provided in an email from MLM.
Project Description	The project consists of an animal control shelter that could range in size from 25,500 to 33,400 square feet within an existing Citrus County facility
Proposed Structure	The project includes a single-story building with kennels for dogs, admin offices a veterinary clinic and support spaces. The building will be slab-on-grade (non-basement).
Building Construction (Assumed)	Load-bearing masonry walls Steel frame or wood frame Slab-on-grade
Finished Floor Elevation	Assumed to be within 2 feet of existing grade.

Item	Description
Maximum Loads (assumed)	■ Columns: 50 kips ■ Walls: 4 kips per linear foot (klf) ■ Slabs: 125 pounds per square foot (psf)
Grading	Grading is anticipated to be 2 feet or less.
Below-Grade Structures	None are anticipated.
Free-Standing Retaining Walls	None are anticipated.
Pavements	We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption. Anticipated traffic is as follows: ■ Autos/light trucks: 50 vehicles per day ■ Light delivery and trash collection vehicles: 20 vehicles per week ■ Tractor-trailer trucks: <4 vehicles per week The pavement design period is 20 years.
Estimated Start of Construction	2022 or 2023

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field clearing and exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

MLM prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location
5	20	Planned building area
2	20	Planned stormwater management area
4	6	Planned parking/driveway area

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±10 feet. Field measurements from existing site features or other suveyor-provided measurements may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track or truck-mounted drill rig using mud rotary drilling. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and visually classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

The hand auger boring procedure consists of manually turning a 3-inch diameter, 6-inch long sampler into the soil until it is full. The sampler is then retrieved and the soils in the sampler visually examined and classified. This procedure is repeated until the desired termination depth is achieved. Samples of representative strata are obtained for further visual examination and classification in our laboratory. Groundwater levels will be measured in the boreholes at the time of our field exploration to evaluate the depth to groundwater. These borings will then be backfilled with soil cuttings upon completion.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with bentonite chips upon completion. . Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess cuttings and drill fluids will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service for clearance of the boring locations from utilities. Fees associated with the additional services are not included in our current Scope of Services and are noted as an additional service. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

We understand that the site is relatively heavily vegetated, and we anticipate that clearing of access paths to the planned boring locations approximately 10 to 15 feet in width will be necessary. The paths will tentatively be cleared using a skid-steer equipped with a ‘hydro-ax’ (implement or similar). Based on our experience, this method of clearing leaves mulch paths on

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

the site in lieu of cut brush and felled timber and easily eroded uncovered soil paths, which is typically much more acceptable to property owners. .

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and limestone strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- -200 (Fines Content)
- Atterberg limits
- Grain size analysis

Our laboratory testing program includes review of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our ***Client Portal*** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a signed and sealed printable version of our completed geotechnical engineering report, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site discussion
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Stormwater management considerations

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration with Clearing, Laboratory Testing, Geotechnical Consulting & Reporting	$11,981.07

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service [1]	$950	
Plans and Specifications Review	$800	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with, wet ground conditions, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Receipt of Signed Agreement [1, 2, 3]
Project Planning	4 business days
Site Characterization	15 business days
Geotechnical Engineering	25 business days

1. Upon receipt of your notice to proceed we will activate the schedule component of our ***Client Portal*** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our ***Client Portal*** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. All activities will be conducted concurrently.

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

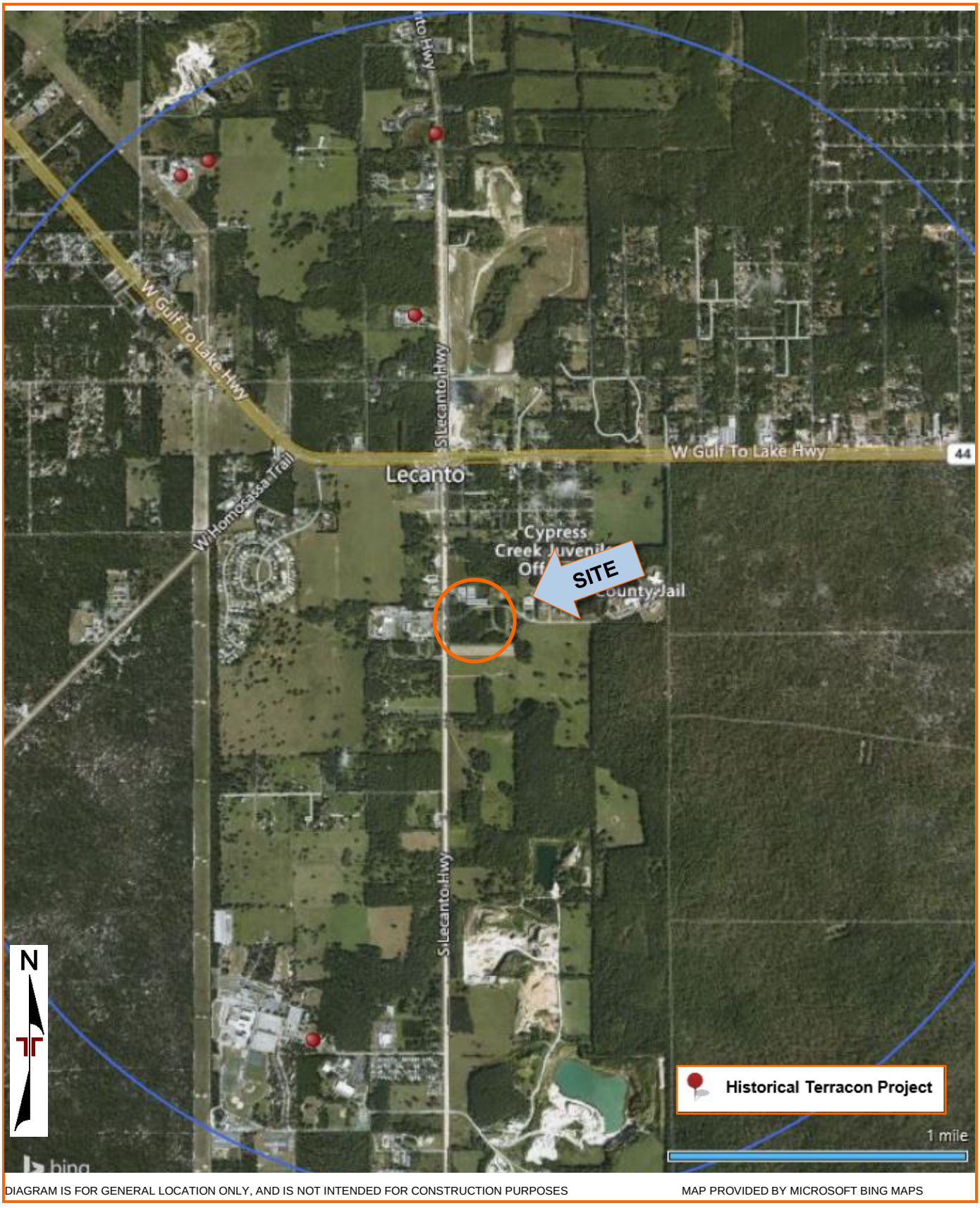


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Attachment: RFQ 21-119 DRAFT Agreement.docx (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

Board of County Commissioners

Department of Community Services

2804 W. Marc Knighton Court, Key # 6
Lecanto, FL 34461

PH 352-527-5900
FX 352-527-5961

To: Linda Morse, Purchasing Manager

From: Mariselle Rodriquez, Director, Community Services MR

Subject: New Citrus County Animal Shelter Facility RFQ 21-119

Date: November 15, 2021

We have reviewed the responses and oral presentations to RFQ 21-119 Professional Engineering, Architecture Design, and Post Design Services for a New Citrus County Animal Shelter Facility. The firm with the highest score is TOCOI Engineering.

We request to proceed with the scope of work negotiation for the New Citrus County Animal Shelter Facility with TOCOI Engineering.

Attachment: 3-22-22 RFQ 21-119 Agenda Docs (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

RFQ 21-119 Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility
Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Project Approach	Required Forms, Documents and Information	Required Submittals & Completeness of Responses	Total	Oral Presentation Score	Total With Ora Presnetation Score
Weight	**20**	**15**	**20**	**30**	**5**	**10**	**100**	**20**	**120**
Dyer, Riddle, Mills & Precourt, Inc.	16.8	12.8	17.6	24.4	4.8	9.2	85.6	13.2	98.8
Kimley-Horn and Associates, Inc.	16.6	12.4	16.2	18.6	4.8	9.2	77.8	10	87.8
Tocoi Engineering LLC	16.6	13.4	17.6	27.6	4.8	9.6	89.6	18.8	108.4

Attachment: 3-22-22 RFQ 21-119 Agenda Docs (20080 : RFQ 21-119 Design Services for a New Citrus

RFQ 21-119 Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility

Scores

Criteria	Oral Presentations	Total
Weight	**20**	**20**
Dyer, Riddle, Mills & Precourt, Inc.		13.2
Walt Eastmond	17	
Carl Hall	16	
Meaghan Mielo	10	
Mariselle Rodriguez	10	
Colleen Yarbrough	13	
Kimley-Horn and Associates, Inc.		10
Walt Eastmond	15	
Carl Hall	14	
Meaghan Mielo	5	
Mariselle Rodriguez	8	
Colleen Yarbrough	8	
Tocoi Engineering LLC		18.8
Walt Eastmond	19	
Carl Hall	18	
Meaghan Mielo	18	
Mariselle Rodriguez	20	
Colleen Yarbrough	19	

Attachment: 3-22-22 RFQ 21-119 Agenda Docs (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

o

Attachment: 3-22-22 RFQ 21-119 Agenda Docs (20080 : RFQ 21-119 Design Services for a New Citrus County Animal Shelter Facility; TOCOI

TOCOI Engineering

project scope & fee summary

Project:	RFQ No. 21-119, Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Services Shelter		
Date:	3/17/2022	**File:**	21703-100-50-17- v1
Owner:	Citrus County	**Contact:**	Charles Sohm, PE
Project Address:	3062 W Woodland Ridge Drive, Lecanto, FL 34461	**Prime Mailing Address:**	714 North Orange Avenue Green Cove Springs, FL 32043
Phone:	904-215-1388	**Fax:**	n/a
Email:	csohm@tocoi.com		
Project Size:	Floor Area: 20,700 - 33,140 sf Based on 4/6/21 DRMP/Bacon program study provided by the County. Upper range is from the study program, pg. 23. Lower range is scaled down by cost/sf from study program budget to current County budget.	**Est. Budget:**	Current Budget: $9,000,000.00 Design fee: $986,737.35 Site Construction: $1,000,000.00 Construction admin./Construction engineering & inspection (CA/CEI): $500,000.00 Remaining balance for Building construction: $6,513,262.65* *Does not include permit application fees, utility connection fees, and impact fees if applicable.

Phased Services	Program verification and 30% CD	60% DD	95% CD	Final Permit	Bid Phase	C/A Services and Closeout
Included:	■	■	■	■	■	■
Excluded:	□	□	□	□	□	□
	Fees for Services are attached as follows XL work sheet Attachment C:					

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

CONTENTS

	Page
Team Member/ Subconsultant list	2
General Scope	3
Discipline-Specific Scope	9
Fee Summary	15
Exclusions	16
Attachment A: Program Provided by Citrus County Animal Services	17
Attachment B: Animal Shelter Scope Summary	21
Attachment C: Fee Summaries	26
Attachment D: SWCA Scope and Fee	54
Attachment E: Terracon Scope and Fee	60

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Team Members / Sub-Consultants:

Prime Consultant: Civil Engineering:
TOCOI Engineering, LLC
Charles Sohm, PE
904-215-1388
csohm@tocoi.com

Surveyor:
Charles Bassett & Associates
Robbie Bassett, PLS
904-215-0707
rbassett@bassettsurveyors.com

Geotechnical Consultant:
Terracon Consultants, Inc.
Thomas E. Selfridge, PE
904-900-3494
Contact: Cindy J Mclure
Cindy.McClure@terracon.com

Environmental Scientist:
SWCA Environmental Consultants
Adams Hoyles, PWS
904-384-7020
Adam.Hoyles@swca.com

Landscape Architecture:
Magley Design, LLC
Rick Magley, RLA
407-719-3144
rmagley@magleydesign.com

Cost Estimating Services:
BlueCord Design and Construction, LLC
John Hoibraten, Jr., LEED AP
407-425-1390
Jhoibraten@blue-cord.com

Sub Consultant in charge of all building (vertical work) /Architecture:
MLM-Martin Architects, Inc.
Miguel Martin, AIA
407-897-6764
mmartin@mlm-martin.com

Mechanical, Plumbing, Electrical, Systems, & Fire Protection:
Bobes Associates Consulting Engineers, Inc.
Gus Bobes Jr., PE
407-628-0882
gusjr@bobeseng.com

Structural Engineering:
Bowen Engineering Corporation
Fred Bowen, PE
407-423-7585
fbowen@bowen-corp.com

Acoustical Consultant:
Siebein Associates, Inc.
Gary W. Siebein, FAFA, FAIA, NCARB
352-331-5111
gseibein@siebeinacostic.com

NFPA Consultant:
Jensen Hughes
Hamid Bahadori, PE
407-647-3737
hbahadori@jensenhughes.com

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

General Summary of Scope:

The project is located at 3062 W Woodland Ridge Drive, Lecanto, FL 34461 (Citrus County).

We are tasked to provide Engineering and Architectural (E/A) services to design an Animal Services Shelter Facility (Building and Site Improvements). The building size will be reconciled to the project budget which will affect building size and level of finishes. Should the County wish to increase the building size and features beyond the current budget, augmented building concepts will be provided to help visualize and determine an appropriate and realistic level of additional budgetary funding required to achieve this expanded scope.

The facility will be a single-story building equipped with kennels for dogs and cats, administrative offices, a veterinary clinic, and support spaces normally associated with this building type. Additionally, a portion of the building will be designed to serve as an emergency shelter for the community. The building and site will be designed to achieve the goals of the attached program provided by Citrus County (see Attachment "A").

The building design services include Architectural, Structural, Mechanical, Plumbing, Electrical, lightning protection, Low Voltage, on-site emergency power backup systems, and Fire Sprinkler systems. The site services include Site Civil design including site geometry, stormwater drainage and treatment systems, parking and paving, sidewalks, and utilities. Site survey services include boundary, topography, utilities, and tree surveys. Environmental services include wetland delineation and mitigation, and protected animal species identification as required. Geotechnical services include investigation of soils for strength for the building and paving as well as groundwater and stormwater conductivity attributes required to design the proposed stormwater pond system. Landscape Architecture services include plantings and irrigation system design services for the site to meet the Citrus County Landscape ordinances.

See Attachments A: Citrus County Program and Attachment B: Citrus County Scope of Services provided to E/A at the December 14th scope meeting. Please read and send concurrence.

Codes: The project design shall be developed to the applicable Codes, Standards, and Regulations in effect at the date of the execution of the contract.

Electronic Document Submittals: Site Design Drawing Documents files will be produced in AutoCad (ACAD) format. Building Design Drawings and Documents will be prepared to industry compliance standards free of major component collision/error of elements larger than 3" (industry standard). AIA Level of Detail (LOD) 350 maximum. Specifications for the Building will use CSI 48 Division classification specifications in Microsoft Word format and Adobe PDF format. Other design papers documents will be in Microsoft Word and Adobe PDF format.

The Prime Civil engineer, TOCOI Engineering, LLC will manage the overall project, and prepare all Site and Civil engineering work from their offices located at 714 N. Orange Avenue, Green Cove Springs, FL 32043. All Building Design work will be performed by MLM-Martin Architects, Inc. from their offices located 668 N. Orlando Ave., Ste 107, Maitland, Florida 32751. All deliverables in preparation of design services will be performed at each respective sub-consultant's normal place of business.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Deliverables:

30%/Program verification:

1. Submit one (1) set of 30"X42" drawings and 8"X11" formatted program verification.
2. Electronic copy of Opinion of Probable Cost (OPC) for a range of building sizes based on floor area based on county-provided program to confirm building size and level of finishes going forward.
3. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOC, XL, PDF to Citrus County PM.

60% Design:

1. Submit one (1) set of 30"X42" drawings to Citrus County PM.
2. Submit electronic copy of specifications in Word & PDF format, to Citrus County PM.
3. Submit three (3) sets of copies of signed and sealed site documents for site permits with Authorities Having Jurisdiction (AHJ), and permit applications. County will pay all permit fees.
4. Submit two (2) sets of copies of all design documentation (Stormwater Management reports and other site related documents associated with obtaining site permits).
5. Update and submit electronic copy of 60% OPC with the building size agreed upon at the 30% design.
6. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOC, XL, PDF to Citrus County PM.
7. QC check list and plan review in PDF format.

90% Construction Documents:

1. Submit one (1) set of 30"X42" plans to Citrus County PM.
2. Submit Electronic copy of updated specifications in PDF and WORD format to Citrus County PM.
3. Update and submit electronic copy of 90% OPC.
4. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOCX, XL, PDF to Citrus County PM.
5. QC check list and plan review in PDF format.

Final 100% Permit submittal:

1. Submit three (3) sets of signed and sealed plans and two (2) sets Project Specification manuals for Building Permit.
2. Provide a flash drive or Cloud based download of electronic documents, DWG, RVT, DOS, PDF to Citrus County PM.
3. QC check list and plan review in PDF format.

Bidding, Construction Administration and Close out.

1. All document submittals/deliverables are Electronic DWG, RVT, DOCX, XL and PDF. Sent via electronic means via e-mail and uploaded to share file service to Citrus County PM and or Purchasing Department. All hard copies cost and courier, postal, delivery services are excluded for bidding or distribution to bidder. Our assumption is that all bid and construction documents will be made available to qualified bidders in electronic format only.
2. Address bidding and construction questions from prospective bidders during the bidding process.

Budget:

$9,000,000 total,
- $986,737.35 design,
- $1,000,000 site construction,
- $500,000 construction admin/ construction engineering/ inspection (CA/CEI),

$6,513,262.65 for building construction*

***Not including permit application fees, utility connection fees, and impact fees if applicable.**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Preliminary Schedule.

SCHEDULE MAY BE REFINED AND AGREED TO AT ANY POINT AFTER NTP OF DESIGN WORK UPON AGREEMENT

30% Schematic Design/Program Verification: 60 days

30 % Technical County Review (includes attending County pre-application meeting): 21 days

30% County Commissioner review and approval (includes presenting at Board meeting): 42 days

60% Design Development: 60 days. At 14 to 30 days after the start of DD the Civil Engineer will submit Civil Site Documents to Southwest Florida Water Management District (SWFWMD) for storm design and wetland mitigation approvals. Followed by submittal to Citrus County for Site Permit and Utilities permit. Meeting with Building Department and Fire Marshall to review proposed Code requirements and compliance with NFPA 150.

60% County review: 14 days

60% County Commissioner review and approval (includes presenting at Board meeting): 42 days.

90% Construction Documents: 90 days

90% County review: 14 days

90% County Commissioner review and approval (includes presenting at Board meeting): 42 days

Final Submittal: 30 Days, Site permits approvals complete by this phase.

Final County Commissioner review and approval (includes presenting at Board meeting): 42 days

Permit Phase: 42 days (Assumed 6 weeks which includes review and responses with Corrections) Concurrent with the Permit County will review Documents and prepare bid documents and assist in advertising the public bid of the project. All comments and corrections made are incorporated into the Contract documents and issued as part of the Conformed Bid Document.

Bid Phase: 30 days to public bid and open bids/evaluation + 30 days for County Commissioners Approval.

Construction Phase: (Final Construction Schedule to be determined) estimated 540 days (18 months) from NTP to Final Inspection.

Consultants' General Design Services by Phase:

30% Design/Program Verification:

The Program Verification phase will include interviews and discussions with Animal Services and the Citrus County PM to review the project and program requirements in detail, establish space requirements, space relationships, to meet the present, proposed and future facility operation needs. It also includes establishing general and specific goals, recommendations, review of project quality, and project priorities. We will sort through the needs vs. wants of the various departments and use current design and opinions of probable construction costs (OPCs) to provide a range of building and site design options ranging from those within the County's budget up to others which may require additional funding, but which are more attractive to the County departments. This information will be used to arrive at a final project scope for the building size and budget which will form the basis of the project going forward.

Concurrently the Civil engineer will obtain site surveys, environmental services, and conceptual site plan to include site setback requirements, parking requirements, and location of existing utilities and other existing site conditions. The Civil Engineer and Architect (E/A) will meet with Authorities Having Jurisdiction (AHJs) to brief and review project requirements and codes. The E/A will submit deliverables to County and meet with the County to review submittal and respond to technical comments and scope and budget reconciliation. The E/A will present the project to BOCC/public meeting.

60% Design Development:

The E/A shall review with the County's alternative approaches to design and construction of the Project.

Using the approved schematic design, project schedule, and construction budget requirements as a basis, the E/A shall prepare Design Development Documents for County approval consisting of drawings and other documents appropriate for the Project and shall submit to the County a cost estimate broken out by Construction Specifications Institute (CSI) divisions with sections of work within division. The E/A shall advise the County of any adjustments to previous estimates of the program Construction Cost and work with Client to reconcile program and cost. The E/A will follow up with AHJs to review regulatory and code requirement for the project. The E/A will submit design deliverables and meet with the County to review the submittal and respond to comments. It is anticipated that at the end of the phase and approval by BOCC of the 60% the Civil Engineer will proceed with the permitting of site elements with AHJs over the project site. The E/A will present to the BOCC an update of the project design, cost, and schedule for 60% development design approval.

90% Construction Documents:

Based on the approved 60% design, budget, and schedule, the E/A shall prepare, for approval by the County, 90% Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the County of any adjustments to previous estimates of program Construction Cost and coordinate with the County to reconcile program and cost. The E/A will submit deliverable documents and meet with the County to review submittal, respond to County and AHJ Comments, and reconcile budget. The E/A will make a presentation to BOCC.

Final Submittal.

Based on the approved 90% Construction Document, budget and schedule, the E/A shall prepare for approval by the County Final Construction Documents consisting of Drawings, Specifications, and other documents setting forth in detail the requirements for the construction and permit of the building project and shall sign and seal all documents to submit to the AHJ.

Permit Phase:

Upon approval of County, the final signed and sealed Construction Document and application will be submitted for permitting to the County Building department. As noted earlier the site plan approvals will be submitted after approval of the 60% Phase by BOCC for permits assuming all site reviews are complete prior to the submittal of building permit.

Review by Permitting Agencies: The E/A shall prepare, complete, and submit documents, calculations, designs, plans, drawings, information applications and supportive documents required to obtain approval of permits from all agencies having Jurisdiction over the project. Codes and standards requirements in effect on the date of the Contract are the basis for Design of the project as well as the basis of compensation for services. The E/A shall prepare and submit revised and/or supplemental documents in response to agency review comments, and as necessary to expedite agency approval. The E/A will follow up with AHJs representative to address and resolve agency comments via face-to-face meeting, video conference, phone and/or E-mail.

Submittal Fees, Plan Review Fees, Impact Fees, Connection Fees and Permit Fees will be paid by the County and are excluded from the contract.

Bid Phase:

The E/A will assist the County during the bidding process by attending a pre-bid meeting, answering questions from bidders, prepare addenda to the bidding Documents and forward to Purchasing department. The E/A will review received bids and provide letter to County with recommendation. The County shall advertise for bids, distribute bidding documents including addendum, maintain a log of bidders, conduct a Pre-Bid Meeting, receive, and validate bid proposals, publish bidding results, and select and award project to Contractor.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Construction Phase:

The E/A's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and Terminates at the issuance by the County of the final Certificate for payment.

The E/A shall provide administration of the Construction Contract as set forth below and in edition of AIA Document A201, General Conditions of Contract for Construction-2017 Edited for the project, and or Citrus County (Standard) General Condition current as of the date of this Agreement.

Duties, responsibilities, and limitations of authority of the E/A shall not be restricted, modified, or extended without written agreement of the County and E/A.

The E/A shall be a representative of and shall advise and consult with the County (1) during construction until final payment to the Contractor is due, and (2) as an additional service at the County's direction from time to time during the correction period described in the Contract for Construction.

Periodic Construction project observations: The E/A shall conduct Periodic construction observations, maximum of 1 per week and concurrent with project meeting, to become generally familiar with the progress and quality of the portion of the Project completed, and to determine, in general, if the Project observed is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the Contract Documents. However, the E/A shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Project. Based on the site visit the E/A will issue a report to the County of observations made.

Contractor Submittals, Requests for Information (RFIs) and Architects Supplemental Information (ASIs): The E/A shall review and process Contractor submittals, including Contractor's Schedule of values and Construction Schedule and respond in writing to all Contractors RFIs. The E/A may issue ASIs as required to the Contractor and Owner. The E/A shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The E/A's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the E/A's professional judgment to permit adequate review. In accordance with the E/A approved submittal schedule, the E/A shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The E/A shall not be responsible for reviewing information of submittals which are the Contractor's responsibility during construction, such as the dimensions, quantities, or workmanship of delivered materials, structures, systems, or equipment. The E/A's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences, or procedures. The E/A's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the E/A shall specify the appropriate performance and design criteria that such services must satisfy. The E/A shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature from the State of Florida Registration Board when submitted to the E/A. The E/A shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. All submittals will be in electronic format via cloud base share files except for physical samples which the Contractor will make arrangement for their delivery to the E/A.

Certificates for Payment to Contractor: The E/A shall receive and certify the amounts due to the Contractor and shall issue certificates in such amounts. The E/A's certification for payment shall constitute a representation to the County, based on the E/A's Periodic Construction Observations and on the data comprising the Contractor's Application for Payment, that to the best of the E/A's knowledge, information and belief, the Project has progressed to the point indicated and the quality of the Project is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Project for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent test and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the E/A. The issuance of a Certificate for Payment shall not be a representation that the E/A has (1) made exhaustive or continuous on-site observations to check the quality or quantity of work. (2) reviewed construction means, methods, site safety, techniques, sequences, or procedures, (3) review copies of requisitions received from Subcontractors

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The E/A shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The E/A shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The E/A shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

The E/A shall always have access to the Work wherever it is in preparation or progress.

The E/A shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the E/A's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

The E/A shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the County, for the County approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contact Time which are not inconsistent with the intent of the Contract Documents.

The E/A shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

The E/A shall interpret and decide matters concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the County or Contractor. The E/A 's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the E/A shall endeavor to secure faithful performance by both County and Contractor.

Close out Services: The E/A will review Electronic O&M Manuals, Warranties and Field As-Built red line Drawings prepared and assembled by the Contractor. The E/A will review and take appropriate action and return to Contractor with comments. The E/A will prepare Record drawings from the Contractors Red-line As-Built field markup drawings. The E/A upon final receipt of updates from the Contractor. The E/A will submit to Citrus County Electronic copy PDF of O & M Manual and PDF of the drawing with field mark As-Built drawing prepared and provided by the Contractor and the E/A 's PDF/DWG/RVT Record Drawings. The E/A will assist and conduct and 11-month warranty inspection of Project and provide report of visit. The visit will be set up by the County PM.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Discipline-Specific Scopes of Services

Structural Engineering, Bowen:

It is our understanding that the new building (size range and noted above), single story on shallow foundations. The Florida Building Code and the ASCE 7-16 will be followed.

It is assumed by the engineer that **only a portion** of the building will be deemed an essential facility and/or an Enhanced Hurricane Protection Area (EHPA) per Florida Building Code section 423.25 Public Shelter Design Criteria.

- Develop design criteria for wind loads, and gravity loads.
- Analysis and design of foundations and slab on grade systems. Per recommendations in the Geotechnical Investigation Report.
- Analysis and design of lateral bracing systems either shear walls or steel frames (moment or X-braced)
- Analysis and design of roof systems for vertical loads and for diaphragm loads.
- Develop all the standard and special detailing required by the project.
- Develop wind pressures for doors, windows, and cladding systems.
- Attend meetings with client at each phase.
- Attend meetings with building official and other stakeholders.

Mechanical, Plumbing, Electrical, Low Voltage System, Fire Protection(Sprinklers) , Bobes Associates:

(The client preference is for the interior part of the run to be HVAC) , the exterior run will *not* have HVAC

1. Engineering design of HVAC, Plumbing, Fire Protection, Power, Lighting and Fire Alarm systems in accordance with local codes for the above referenced scope.
2. Attendance of multiple WebX meetings for the project. There will be a requirement to attend in person technical meetings.
3. Preparation of 30% Construction Documents (Programming + Schematic)
4. Preparation of 60% Construction Documents.
5. Preparation of 95% Construction Documents.
6. Preparation of Final/Permit Construction Documents.
7. Preparation of MEP/FP specifications.
8. Design of Fire Protection System in accordance with Florida Statutes. The scope includes preparation of preliminary Hydraulic Calculations, Fire Protection floor plans and a Fire Protection Site Plan in compliance with Florida Statutes.
9. Sizing of the Grease Interceptor and Hair Interceptor for the Facility.
10. Design of the power service to the new Building and coordination with the Power Utility Company for this work.
11. Design of power for any on site lift stations or well pumps or irrigation pumps associated with this project.
12. Preparation of parking lot lighting design including light fixture selection and layout as well as preparation of photometric calculations.
13. Design of Emergency/Backup Generator and associated power system design.
14. Design of Lightning Protection systems consisting of notes on the plans and a Performance Specification.
15. Design of Medical Gas System for the Surgical Suite.
16. Design of Fire Alarm System.
17. Design of Data/Com system.
18. Design of Access Control System.

19. Design of Intrusion Detection System.
20. Design of CCTV System.
21. Design of Music System.
22. Preparation of Florida Energy Efficiency Calculations and Cooling Load Calculations for any air-conditioned portions of the building.
23. Preparation of Short Circuit Calculations for the Electrical Service for this facility.
24. Coordination with Architectural, Structural and Civil drawings.
25. Permit Submission Services: preparation of digitally signed and sealed permit MEP/FP plans, Florida Energy Efficiency Calculations and Cooling Load Calculations for submission to the Building Department.
26. Permitting Review Services: Preparation of Permit review responses and revised MEP/FP plans as required by the AHJ for all MEP/FP permit review comments.
27. Bidding Services: Answering contractor's questions during bidding and issuing written responses to the bid questions.
28. Construction Administration: Responses to contractors' requests for information (RFIs) for MEP/FP systems during construction.
29. Construction Administration: Shop Drawing Review of MEP/FP shop drawings.
30. Construction Administration: Attendance of (2) two-person construction administration in-person site visits during project construction for review of MEP/FP installation and preparation of report.
31. Construction Administration: Attendance of the Substantial Completion site visit. This includes a two-person site visit for review of MEP/FP installation and preparation of a report.
32. Construction Administration: Attendance of the Final Completion in-person site visit. This includes a two-person site visit for review of MEP/FP installation and preparation of a report.
33. Construction Administration: Preparation of CADD MEP/FP As Built Drawings from the contractor's redlined drawings at project completion.
34. Project Closeout: Review of all Warrantees and Maintenance Manuals for the MEP/FP systems.
35. All work shall be done on either AutoCAD or REVIT.
36. $2,000,000 Errors and Omissions Professional Liability Insurance.

Civil Design, Tocoi Engineering:

See attached list of additional requirements from Citrus County Attachment B

1. Data gathering for planned site design including:
    a. site survey, complete with boundary, topography, trees, wetlands, flood zones, utility locations and depths/elevations, and other appurtenances.
    b. environmental data gathering for existing wetland boundaries and quality as well as upland protected animal species, and any endangered species permit.
    c. Phase I assessment.
    d. Historic and Archaeological Assessment and Verification with Seminole Tribal Historic Preservation Office.
    e. Geotechnical exploration to determine soil quality, strength, porosity, complete with boring/testing locations and elevations.
2. Pre-application meetings to determine permitting scopes and requirements with:
    a. SW Florida Water Management District (SWFWMD)
    b. Citrus County Development Services (CCDS) meetings and permits
    c. Withlacoochee River Electric Cooperative (Utility)

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

d. Central Florida Gas (Utility)

e. Citrus County Water and Wastewater (Utility).

f. Determine scope of Environmental and Wetland Mitigation with SWFWMD.

g. Coordinating with water utility to obtain water pressure test for use in the design of building sprinkler.

h. Determination of zoning setback requirements from Citrus County.

3. Development of Preliminary (30%) Design for Animal Services Shelter facility with requisite parking, interior drives/roads, utilities, landscaping, and parking lot lighting.
4. Site Geometry, demolition/site clearing, silt-fencing, and turbidity control, building coordinates, floor elevation, roads, driveways, sidewalks, paving and markings, drainage, fence lines, secured access points, construction staging and temporary fencing.
5. Site utilities: stormwater, potable water, sanitary sewer, sanitary pump station design, evaluation of existing Citrus County sanitary pump station, communications, power, and gas as available/necessary.
    a. Site power and communication duct banks and or conduits.
    b. Sizing of foundation for site lighting poles.
    c. Sleeves for running irrigation and irrigation controls.
    d. Obtaining approvals and coordination with utilities.
    e. Coordinate with Power company for location of site transformer.
6. Assist the estimator with information required for estimate of site work.
7. Development of Permit (60%) Design for submission to permitting agencies.
8. Submit all site permits with AHJs. Application fees to be paid by the Client.
9. Responding to Requests for Additional Information (RAIs) from permitting agencies and revise plans and calculations (90%) accordingly to obtain necessary development permits.
10. Finalize Plans and calculations for use as construction documents and provide to County with final permits when building plans are submitted.
11. Bidding phase, Construction Administration phase, Closeout, and certifications.

NFPA 150 Requirement, Jensen Hughes:

Scope includes Assistance to the County with compliance with requirements and compliance with NFPA 150. Category 1, Category 2 and Category 6 facility requirements. Specific requirement and assistance to comply with chapter 4.3.4. (Fire Sprinklers and Fire alarms scope is under the MEP Bobes associates, Inc).

Environmental Consulting, OEC/ SWCA:

See attachment “D” scope and fee proposal letter dated January 21, 2022

Geotechnical Engineering, Terracon:

See attachment “E” scope and fee proposal letter dated January 21, 2022

Acoustical, Siebein Associates:

1. 30% Submittal - Site Noise Study, Acoustical Criteria and Systems
    a. Conduct a kick-off meeting with the Architect and Client to discuss acoustical criteria and issues relative to off-site noise propagation from the facility
    b. Review the local noise ordinance and any sound control provisions in the zoning code, PUD or other documents pertinent to the project.

c. Travel to Citrus County, Florida to take acoustical measurements of animal and equipment that occur at the existing shelter for a period of up to 2 hours to use as sound source data in a computer model of the project.

d. Conduct one trip to the site in Citrus County, Florida to take base line acoustical measurements at the site at 2 or 3 selected locations. The proposed cost assumes that sound level meters will be left on site for up to 3 non-contiguous days to record existing ambient sound levels as required by Federal HUD *Noise Assessment Guidelines*.

e. Return to the site to pick up the sound level meters after the measurement period is over.

f. Download the measurement data to computers in our laboratory, process data and calculate acoustical indices in accordance with ASTM, ANSI, noise ordinance and other applicable standard procedures

g. Obtain estimates of the number, type, and location of animals to be housed on the shelter and equipment that will occur on the proposed site to use in the computer model from the Client.

h. Construct a 3-dimensional computer model of the project and surrounding properties to study sound propagation from the sound sources identified at the existing shelter to adjoining properties.

i. Evaluate potential sound control strategies that can be implemented in the planning for the project.

j. Conduct acoustical analysis as required to determine appropriate noise mitigation strategies if needed.

k. Provide schematic design recommendations for sound control strategies that may be required to meet the acoustical design criteria for the project.

l. Prepare a Site Noise Study report containing the results of the acoustical measurements; a review of the applicable noise ordinance provisions; and acoustical design criteria established for the project. The report will also contain schematic design sound control planning concepts identified during the study if needed to meet the acoustical design criteria.

m. Conduct one review meeting with the Client and other Consultants via video conference to discuss the results of the study.

n. Conduct a kick-off teleconference with the Architect and Client to discuss acoustical design goals and criteria for the interior acoustics in the project and obtain necessary program and design information for the project.

o. Develop acoustical criteria for the project in conjunction with the Client and Architect.

p. Conduct acoustical analysis in our office to determine appropriate amounts and locations of cleanable and durable sound absorbent materials to be included in the design of the shelter to reduce the build-up of noise from normal occupancy of the spaces in the buildings to the extent it is practical.

q. Conduct acoustical analysis of the rooms in the buildings to determine STC ratings for interior partitions, doors, and windows to limit sound transfer between spaces to achieve reasonable acoustical criteria ratings.

r. Prepare an Acoustical Design Recommendations report documenting the acoustical criteria for the rooms in the building and the analysis process; and mark-up drawings of the reflected ceiling plans and interior elevations of the rooms in the buildings (backgrounds provided by others) providing locations, types and amounts of sound absorbing material required for 2 alternate schemes (one with a minimum amount of acoustical material added and one with an optimal amount of acoustic material added. Include acoustical design recommendations for interior partition, door, and window types with STC ratings required to limit sound transfer between spaces.

s. Conduct one review meeting with the Client and other Consultants via video conference to discuss the results of the study.

2. *60% Submittal—Acoustical Analysis of the HVAC System and Specifications and Details for Acoustical Systems*

a. Provide computer models and detailed noise control solutions to reduce air-conditioning system noise and vibration based upon computer analysis of the HVAC system serving the building.

b. Provide specifications and details for silencers, vibration isolators and other noise control items required for the HVAC systems.

c. Conduct one meeting via teleconference with the Engineer and/or Architect to integrate acoustical solutions in the mechanical and architectural design for the project.

d. Conduct updated acoustical analysis as required of the 60% Construction Documents.

e. Prepare details and specifications for acoustical systems.

f. Provide telephone consulting to answer questions and clarify recommendations.

3. 90% Submittal - Acoustical Review of the Construction Documents and Coordination of the Acoustical Systems with Other Team Members

a. Conduct an acoustical review of the 90% Construction Documents with acoustical review comments in letter and sketch form.

b. Conduct video conferences with the Design Team to coordinate acoustical systems with the other parts of the project.

4. Construction Administration

a. Review shop drawings, RFIs and submittals for acoustical items during construction.

b. Provide telephone consulting with the Architect or Contractor to clarify acoustical items or to evaluate alternative acoustical systems.

c. Conduct 2 site visits to the project for observation of the acoustical work in progress and/or project meetings. Prepare a written summary report of the visit and findings.

d. Conduct one site visit at or near Substantial Completion and one once the animals are installed in the facility for final check out of acoustical systems and to take acoustical measurements of background sound levels, sound levels at the property lines and reverberation times in selected space.

Landscaping/ Irrigation: Magley Designs, LLC

A. Landscape Planting Design Services

1. Consultation with the Engineer and other consultants to determine the requirements of the project and properly coordinate landscape design services.
2. Assist the Engineer in site plan design and review with governmental agencies as required.
3. Prepare design development plans and details at sufficient scale and detail to properly exhibit the design intent of all landscape planting features.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

4. Prepare landscape planting construction documentation plans, details and specifications that are sufficient to construct the landscape design.
5. Develop landscaping to incorporate xeriscaping techniques to reduce/minimize irrigation needs.
6. Review of plans by governmental agencies.
7. Electronic plans will be submitted to the Engineer for review at 30%, 60% and 90%. A set of electronic files (pdf) will be submitted to the Engineer at 100% for printing/permitting/bidding purposes.

B. Irrigation Design Services

1. Consultation with the Engineer and other consultants to determine the requirements of the project and properly coordinate irrigation design services.
2. Prepare irrigation construction documentation plans, details and specifications that are sufficient to construct the irrigation design.
3. Review of plans by governmental agencies.
4. Electronic plans (pdf) will be submitted to the Engineer for review at 60% (partial plans) and 90% only. A set of electronic files will be submitted to the Engineer at 100% for printing/permitting/bidding purposes.

C. Meetings

The Consultant has allocated up to ten (10) man-hours for the attendance of (virtual) meetings during the design process. All further meetings required shall be considered an additional service and billed according to the terms below under Article V, Additional Services.

D. Bidding Assistance Services

1. The Consultant shall assist the Engineer in securing competitive bids from qualified contractors.
2. The Consultant shall review bids and qualifications of subcontractors and make recommendations to the Engineer.

E. Construction Observation Services

1. Review shop drawings and submittals.
2. Provide observation and inspection and file field reports outlining any deviations found from plans and specifications during site visits described below.
3. A total of two (2) site visits have been included in the scope of services, including the performance of a substantial and final completion walk-through with the Engineer and contractor. Consultant shall assist in the assembling of the contractor's punch list following substantial review prior to final approval by the Engineer.
4. Any additional site visits shall be considered additional services.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

FEE: See XL Attachment C for Fee breakdown per phase of work including hourly breakdown and reimbursable Expense.

Below is a summary of the fees.

Lump Sum Fee Summary by Deliverable:

Company-Discipline	30%	60%	90%	Final/Pmt	Bidding	Construction	Total
Blue Cord-Estimating	$9,518.42	$11,552.04	$9,027.77				$30,098.22
Bobes-ME	$21,097.36	$28,117.63	$56,070.41	$4,823.42	$2,204.29	$27,990.68	$140,303.79
Bowen-Structural	$7,581.76	$13,529.69	$24,078.13	$1,361.60	$1,261.20	$5,905.00	$53,717.38
Charles Bassett-Survey	$23,500.00						$23,500.00
Jensen Hughes-NFPA	$4,297.71	$8,306.61	$6,157.76	$288.80	$1,860.05		$20,910.92
Magley-Landscaping	$6,486.21	$13,371.58	$4,390.67	$1,297.24	$1,197.45	$6,586.00	$33,329.15
MLM-Martin Architects	$55,816.93	$76,140.18	$145,752.89	$15,268.05	$5,914.28	$74,304.22	$373,196.54
Siebein-Acoustical	$21,228.65	$18,044.74	$3,302.76			$21,363.35	$63,939.49
SWCA-Environmental	$21,704.50	$357.50				$715.00	$22,777.00
Terracon-Geotech	$389.10	$10,853.08	$200.70		$538.19		$11,981.07
Tocoi-PM/ Civil Engr	$71,580.42	$46,894.21	$30,173.94	$22,132.59	$7,062.52	$7,854.38	$185,698.08
Total Fee (Lump Sum)	**$243,201.06**	**$227,167.25**	**$279,155.04**	**$45,171.70**	**$20,037.98**	**$144,718.64**	**$959,451.64**

Reimbursable Expenses

Magley Designs	$285.71
Tocoi Engineering	$8,000.00
MLM Martin	$19,000.00
Total Not to Exceed (NTE) Reimbursables	**$27,285.71**

Total Lump Sum Fee + NTE Reimbursable Expenses **$986,737.35**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Specific Exclusions:

1. Grant application work will be an additional services and scope is to be determined in the future.
2. Ground Contamination and related Environmental Assessment and Remediation Services.
3. Asbestos or lead testing, assessment, remediation, services, or determination.
4. Extensive soil investigation or engineering recommendations due to unforeseen discovery of Sinkhole/underground caverns, unsuitable soils, and organic soils.
5. Extensive vertical hardscape elements. Street scape design services.
6. Environmental Assessment to assessment for potential Site Contaminants.
7. Threshold Inspection Services. These are to be provided by Client.
8. Third Party Review Required by ICC 500. These are to be provided by Client. Design as essential facility or as a Shelter as defined by ICC 500 is not included.
9. Permit cost and fees.
10. Purchasing Services for equipment and furniture.
11. Agency fees,
12. Plan review fees
13. Connection fees
14. Meter connection fees
15. Impact fees.
16. Printing for Construction and Bid Phases
17. Re Platt, Zoning changes
18. Life Cycle Cost Assessment and/or analysis.
19. LEED Certification or other Sustainable Certification Effort/Reporting.
20. Archeological or historical artifact scientific digs, catalog, and relocation services due to discovery of historical archeological artifact or burial.

-END OF LIST-

The Engineer/Architect is not responsible for the projects General Contractors Coordination of the project, and means, methods techniques, sequences, and procedures. The E/A is not in charge or control of the Construction. The E/A is not responsible for site or project safety, programs, or procedures. The above are the sole responsibility and under direct control of the General Contractor in the execution of the work/project. The E/A is not responsible for the Contractor's Schedules or failure to carry out the work. The E/A does not have control over or charge of acts or omissions of the Contractor, subcontractors, agents or employees or any other person performing portion of the work.

We look forward to working with Citrus County on this project.

Sincerely,

Charlie Sohm

Charles Sohm, P.E.

cc: Attachments "A, B, C, D, E"

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment "A"

Program provided by Citrus County Animal Services

Provided by: Colleen Yarbrough and Dr. Meaghan Mielo
Scope Meeting: 12.14.21

Best practices for disease control and behavior per Fear Free design and The Best Practices Playbook Sound Abatement

K9 Housing: minimum size kennel is 4x12 – should also incorporate 6x12 for large and giant breed.

- Guillotine kennels/transfer

Cat Housing: portals and min. of 18 sq ft. per cat and room for vertical space

Proper drain systems and ability to wash down all areas

- Flush drains in kennels

Play Yards (LOTS) not visually seen by kenneled animals

<u>Clinic</u>

- Surgery suite
  - Minimum 3 tables with lighting
  - Storage
    - Packs
    - Suture
    - Special instruments, etc.
  - Space for oxygen concentrator
- Prep/treatment room
  - 2 wet tables with lighting (anesthesia machines)
    - Space for oxygen concentrator
  - 1 dry/exam table with lighting
  - Storage (lots)
  - Scrub sink
  - Autoclaves
  - Diagnostic lab
  - Counter space (packs, drug prep, etc.)
  - Tie outs / wall hooks
  - Full sized refrigerator
- Laundry
- Pharmacy (ability to lock)
- Supply storage
- Recovery
  - Adjacent to/visible from surgery
- Dog housing separate from treatment room
  - At least 2 runs
- Cat housing (portalized) separate from treatment room
- X-ray room (with anesthesia machine)
- Computer Work stations x4

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

- Office for Chief Veterinarian
- Efficient flow for surgery process
- Windows into different areas for monitoring
- Floor scales x 2
- TNR room {shelves for traps)

Lobby/Admin

- Reception/ traffic director
- Customer Service
  - Separate workstations for privacy
  - Volunteer workstation x 2
- Flow from intake to outcome
- "out" door exits where pets would be brought up
- Separate entrance and exit for flow
- Separate clinic/intake lobby
- Director's office
- Workstations:
  - Operations supervisor
  - Foster/rescue
  - Accountant
  - Ability to grow
- Meeting room
- Break room
- Waiting spaces

Dog Housing

- Fear Free Design
- Double sided, inside-outside runs - guillotine/transfer
- Separated into wards and pods
  - 1 indoor-only ward with HVAC
  - No more than 12 dogs to a pod
- Isolation ward x 2
  - Sound abatement
  - Ventilation
  - 10 -15 runs in one
  - 5 runs in the other
- Separate antechambers
    - Changing
    - Storage
    - Sanitation
  - Yards for each ward

- Visual barriers between rows
- Roofs
- Stainless steel doors (no plexi)
- Sound abatement

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

- Ventilation
- Drainage/ spillways
  - No drains outside of kennels
  - Flush drains in kennels
- Food prep room{s)
  - Sanitation station
- Laundry room{s)
- 2 Intake rooms
  - Sink
  - Refrigerator
  - Exam table
  - Shelving
  - Floor scale
  - Work station
- Sinks
- Hose reel stations not on kennels
- Rescue stations (disinfectant)

Cat Housing

- Fear Free Design
- Portalized vs indoor/outdoor runs with vertical space
- Isolation ward x 2
  - 5 kennels each
  - Ventilation
  - Separate antechambers
    - Changing
    - Storage
    - Sanitation
- Sound abatement
- Ventilation
- Food prep room
  - Sanitation station
- Laundry
- TNR room
- 2 Intake rooms
  - Sink
  - Refrigerator
  - Exam table
  - Shelving
  - Work station
- Sinks
- Catios

Play Yards

- Minimum 6
- XLarge
- Shade
- Double gate entrance/dog stash space

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

- Gates wide enough for riding lawn mowers

Storage

- Livestock feed shed
- Storage garage (temperature controlled)
- Van and trailer parking (covered)
- More storage than you think throughout building

Livestock / Farm

- Minimum 3 small livestock yards
  - Must have 3-sided shelters
  - Drainage
  - Pig proof
- Minimum 1 large livestock yards
  - Must have 3-sided shelter
- Gates wide enough for riding lawn mowers
- Chicken coops

Other

- Private euthanasia room with sink, safe, freezer, workstation, storage
- Small animal/ flex housing (climate controlled)
- Evidence locker/closet/room
- Safe room
- Dog bathing station
- Locker rooms with showers
- Crying closet with sound proof walls and a punching bag
- Security cameras
- Sally port with officer holding kennels for dogs
- Officer/overnight cat holding room off sally port
- Community room/ education room
- Versatile space with floor drains
- NATURAL LIGHT EVERYWHERE

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment "B"

Animal Shelter General Design, Post Design, Permitting & Bidding Assistance Scope of Service Summary

Provided by Walt Eastmond
Scope Meeting: 12.14.21

November 15, 2021

Below is a general list of items that at a minimum need to be included in the Scope of Services. The list is not intended to be complete or comprehensive. As the selected firm for this project, it is your responsibility to develop a comprehensive Scope of Service with all needed/necessary elements of work to complete the Project as intended in RFQ 21-119 and as discussed at the Scoping Meeting.

Data to be incorporated into the project is to be delivered in a 30 Design Model for each phase submittal and Final submittal.

A. Public Involvement
1. Anticipate three BOCC/public meetings - after 30%, 60%, 90% plans
2. Prepare PowerPoint Presentation(s)
3. Public meeting preparation and follow up
4. Project Renderings with fly through's

B. Agency Permitting Meetings
1. SWFWMD
2. DEP
3. County Pre-Application & Permitting

C. Field Reviews
1. Include time for all necessary site visits

D. Project/Progress Meetings with Staff
1. Anticipate numerous in-person as well as web meetings
2. Preparation of all plans, renderings, fly through's

E. Survey
1. Horizontal and Vertical Control
2. Topography, includes SUE for existing utilities: x, y & z
3. Cross sections & profiles
4. Roadway(s): CR491 and Woodland Ridge
5. Outfall and Drainage (need to accept/accommodate off site water from west side of 491 via structure)
6. Pond site
7. JD Line, if applic.
8. Geo-tech: perc, SHWT, Foundation, Etc.
9. Environmental
10. Boundary
11. Parcel-ROW Staking
12. Vegetation & Tree Survey

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

F. Typical Plans/Site
1. Key sheet
2. Drainage Hydrology and Pond sitting
3. Bid and Summary of Quantity sheet (use FDOT item numbering system)
4. Clearing & Grubbing: and Tree Preservation & Protection
5. Grading and Drainage, Storm Water Management, swales, berms, structures, etc.
6. Summary of culverts & drainage structures
7. Soil erosion sediment control
8. Cut and Fill Plans and Details
9. Typical sections (pavement, site, driveway(s), ramps, DRA(s), etc.)
10. Profile (site, ramps, driveway(s), utilities, etc.)
11. Turn Lane Warrant
12. Pavement design
13. Signage & Pavement Markings
14. Water & Wastewater
15. Utility relocation/adjustment plan
16. Utility design plans, profiles, sections & details
17. Landscape/hardscape
18. Traffic Control (CR491 and Woodland Ridge)
19. Details (drainage, ADA, paving, landscape, hardscape, structure, railings, soil erosion, etc.)
20. Architectural Plans & Details including: Structural, Mechanical, Electrical ADA compliant facilities
21. Site access reconstruction/restoration plan due to damage from construction activities

G. Geo-Tech Soil Survey and Borings
1. Collect and Document any existing data
2. Develop Detailed Boring Location Plan (Example: Site/material, ORA, Building(s), Parking Area, etc...)
3. Stake Boring Locations and coordinate with Survey to collect data
4. Foundation Design
5. Parking lot typical section/pavement design
6. LBR Sampling and Design Material Classification
7. Laboratory analysis/reports
8. SHWT & Depth to Ground Water
9. ORA modeling, recovery
10. Delineate limits of unsuitable materials
11. Recommendations for site preparation
12. Embankment Compaction, Settlement and Stability
13. Geo-tech Recommendations/Reports
14. Site Subgrade, Lime Rock & Asphalt Report
15. Provide Technical Special Provisions and Modified Special Provisions

H. *OTHER: Central Ridge*
1. *Wetlands & Species environmental*
2. *Will arial vs. a tree count be acceptable?*

I. Architectural Services (incl. Structural, Mechanical & Electrical)
1. Review of current facility

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

2. Observe current operations
3. Space Needs Tabulation –
4. Work Flow Relationships/Flow Diagrams
5. Prepare various conceptual floor plans
6. Prepare various interior and exterior renderings/fly-throughs
7. Project Development and Scheduling
8. Project Budgeting
9. Energy
10. Presentations
11. Review of alternative design approaches
12. Interior design concepts and materials
13. Document checking and coordination
14. Opinion of probable costs (30%,60%,90%, 100% & Final)
15. Interior construction doc's
16. Alternative bid details and special bid doc's
17. *Signage may be part of the building*

J. Landscape, Site Signage & Hardscape
1. Plans and Details
2. Irrigation plans, details and notes
3. Hardscape plans and details
4. Extended Contractor watering and warranty/replacement period in contract
5. Maintenance Plan
6. *Site Plan*

K. Lighting
1. Pole/fixtures
   a. *Bobes: Electrical to select light fixtures, pole photo metrics*
   b. *Bowen: To size foundations and anchor bolts*
   c. *Tocoi: To coordinate placement and sleeves*
2. Service points
3. Special details
4. Electric Service
   a. Bobes: To design electrical for site including generator
   b. Bobes: To coordinate with Comm. Providers

L. Technical Meetings
1. Include time for progress meetings & coordinate with County staff (Utilities, Environmental Health, and Engineering)

M. Historical/Environmental & Permitting
1. Review of existing data and status
2. Tower Fall Zone
3. Mining Setback *(mining of lime rock next to site)*
4. Survey/Inspect for threatened and endangered species, including a preliminary gopher tortoise survey/report. Prepare a Final gopher tortoise survey/report at time of Final Plan preparation.
5. Prepare, submit and administer all necessary documents, reports, forms for project application to various agencies involved with project permit approval.
6. Environmental Health
7. Establish wetland JD lines and agency verification/concurrence; if applicable

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

8. Complete and submit Wetland impact application & mitigation report (if necessary)
9. Complete and submit all required threatened and endangered species permit applications
10. Prepare and submit SWFWMD permit application
11. Prepare and submit DEP permit application
12. Prepare and submit Citrus County permit package
13. Archaeological & Historical Resources/Preservation
14. Phase I Site Assessment/Contamination Report
15. Seminole Tribal Historic Preservation Office
16. Indigo Snake
17. Scrub Jay

N. Utilities
1. Identify existing utility agencies
2. Contact utilities
3. Preliminary meeting with utility reps
4. Field meetings with utility reps
5. Collect and review existing utility data
6. Review utility RGB's and Work Schedules
7. Utility coordination and follow up
8. Prepare utility analysis, design and permitting for water, wastewater, electric, etc. in accordance with State and County standards. (Anticipate connection to County Water/Wastewater/FM).

O. Bid Package, Contract and Bid Review/Recommendation
1. Prepare Bid Doc's – Use County template
2. Incorporate Bid Form
3. Prepare Technical Specs and special provisions
4. Incorporate UWS's

P. QA/QC
1. Implement QA/QC review for each design phase prior to submittal to Agencies or County

Q. Deliverables
1. Survey(s) & Mapping
2. 30%, 60%, 90%, 100% and Final Plans in 11xf7 paper, Pdf and ACAD format
3. Opinion of probable cost (each phase and Final)
4. Reports e.g.: Geo-tech, Environmental, SHPO, NEPA, Cultural, Drainage, etc.
5. Technical and supplemental specifications, construction contract and bid documents
6. Documentation ofissued and approved permits
7. Utility Work schedules
8. Required state/federal documentation/forms

R. Post design services
1. Provide supplemental/technical specifications for inclusion with the bid documents
2. Prepare the invitation to bid and contract documents (starting with County template).

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

3. Assist with bidding activities.
4. Prepare documents, attend and assist County with pre-bid meeting.
5. Prepare for and attend other meetings as needed to support bidding.
6. Prepare responses to Requests for information (RFI) during bidding and issuance of addenda as needed.
7. Participate in bid review, analysis and provide recommendation
8. Plan and Facilitate pre-construction meeting
9. Review and approve material submittals and shop drawings/product data/samples, etc.
10. Evaluate and Respond to RFI's during construction
11. Prepare revisions to plans during construction as needed
12. Progress reports/evaluations
13. Process certificates for payment
14. Review/approve Contingency Allowance Adjustments (CAA) & Change Orders (CO)
15. Prepare substantial performance report & Certification
16. Construction inspection; incl: Civil, Interior, Structural, Mechanical, Electrical, Landscaping
17. Record drawings
18. Review and approve material testing & certification
19. Deficiency assessment & instructions to correct deficiency
20. Review of warranties
21. Performance inspection and Certification
22. Startup assistance

S. *Other*
   1. *Standards: Only door access control and mechanical*
   2. *No DRB Process*
   3. *Fees: Lump sum, but we will have to provide back up with our fees*
   4. *Wetlands and species environmental*
   5. *Will County accept arial vs. tree count?*

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

ATTACHMENT "C"
FEE SUMMARIES

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT 21-119 New Citrus County Animal Services Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Blue Cord Professional Services			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principle	$ 81.89	6	$ 491.34	
Sr. Estimator	$ 63.80	110	$ 7,018.00	
Estimator	$ 47.85	36	$ 1,722.60	
Project Engineer	$ 48.82	0	$ -	
Superintendent	$ 52.30	0	$ -	
Administration	$ 26.33	8	$ 210.64	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		160		$ 9,442.58
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 155.00% x Total Direct Labor				$ 14,636.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 24,078.58
8. PROFIT: Labor Related Cost (Item 7)			25%	$ 6,019.64
9. SUB-TOTAL LUMP SUM AMOUNT				$ 30,098.22
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 30,098.22
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel				
Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 30,098.22
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Principle	Sr. Estimator	Estimator	Project Engineer	Superintendent	Administration	Position 7	Position 8	Direct Cost	Multiplier	
Blue Cord Professional Services	$81.89	$63.80	$47.85	$48.82	$52.30	$26.33	$0.00	$0.00		155.00%	Input your Multiplier
21-119 New Citrus County Animal Services Facility											
Task Description											
30% Submittal											
Concept Layouts	0	0	0	0	0	0	0	0			
Design Meeting		4									
Cost Estimate/ROM	2	30	12			3					
Task Description											
Task Description											
Task Description											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**34**	**12**	**0**	**0**	**3**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,169.20**	**$574.20**	**$0.00**	**$0.00**	**$78.99**	**$0.00**	**$0.00**	**$2,986.17**	**$4,628.56**	**$9,518.42**
60% Submittal											
Prepare 60% design plans	0	0	0	0	0	0	0	0			
Design Meeting		4									
Cost Estimate 60%	2	40	12			3					
Prepare 90% design plans											
Design Meeting		0									
Cost Estimate 90%	0	0	0			0					
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**44**	**12**	**0**	**0**	**3**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,807.20**	**$574.20**	**$0.00**	**$0.00**	**$78.99**	**$0.00**	**$0.00**	**$3,624.17**	**$5,617.46**	**$11,552.04**
90% Submittal											
Prepare 90% design plans	0	0	0	0	0	0	0	0			
Design Meetings		2									
Cost Estimate	2	30	12			2					
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**32**	**12**	**0**	**0**	**2**	**0**	**0**			
Subtotal Phase	**$163.78**	**$2,041.60**	**$574.20**	**$0.00**	**$0.00**	**$52.66**	**$0.00**	**$0.00**	**$2,832.24**	**$4,389.97**	**$9,027.77**
Final /Permit											
Task Description	0	0	0	0	0	0	0	0			
Submit to County AHJ											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep	0	0	0	0	0	0	0	0			
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Principle	Sr. Estimator	Estimator	Project Engineer	Superintendent	Administration	Position 7	Position 8	Direct Cost	Multiplier	
Blue Cord Professional Services	$81.89	$63.80	$47.85	$48.82	$52.30	$26.33	$0.00	$0.00		155.00%	Input your Multiplier
21-119 New Citrus County Animal Services Facility											
Task Description											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**6**	**110**	**36**	**0**	**0**	**8**	**0**	**0**			
Fee Subtotal	**$491.34**	**$7,018.00**	**$1,722.60**	**$0.00**	**$0.00**	**$210.64**	**$0.00**	**$0.00**	**$9,442.58**	**$14,636.00**	**$30,098.22**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Bobes Associates Consulting Engineers, Inc.			**4. DATE OF WORK ORDER** 1/10/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal/Project Manager	$ 57.69	2	$ 115.38	
Mechanical Engineer-HVAC	$ 42.55	212	$ 9,020.60	
Plumbing Engineer	$ 42.55	151	$ 6,425.05	
Fire Protection Engineer	$ 42.55	40	$ 1,702.00	
Electrical Engineer-Power	$ 43.92	290	$ 12,736.80	
Electrical Engineer-Lighting	$ 43.92	127	$ 5,577.84	
Cadd/Revit Operator	$ 29.80	397	$ 11,830.60	
Clerical Administrative	$ 19.40	85	$ 1,649.00	
5. TOTAL DIRECT LABOR		1304		$ 49,057.27
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 160.00% x Total Direct Labor				$ 78,491.63
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 127,548.90
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 12,754.89
9. SUB-TOTAL LUMP SUM AMOUNT				$ 140,303.79
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 140,303.79
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS **NA**				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST **NA**				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 140,303.79
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Principal/Project Manager	Mechanical Engineer-HVAC	Plumbing Engineer	Fire Protection Engineer	Electrical Engineer-Power	Electrical Engineer-Lighting	Cadd/Revit Operator	Clerical Administrative	Direct Cost	Multiplier		
Bobes Associates Consulting Engineers	$57.69	$42.55	$42.55	$42.55	$43.92	$43.92	$29.80	$19.40		160%		
21-119	**New Citrus County Animal Shelter Facility**											
Task Description												
30% Submittal												
Kick Off Meeting	2	1	1		1		1					
Project Set Up		1					3					
Preliminary Cooling Load Calculations		6					2					
HVAC System Type Selection		4										
Preliminary Electrical Load Calculations					4							
Preliminary Plumbing Calculations			3									
Preliminary Mech/Elect Room Layout		3	2		3		4					
FP Service Entrance Coordination				3			1					
Design of 30% MMEP/FP Plans		12	10	3	28	12	80					
Specification Index		1			1			1				
Quality Control		1	1		1	1		4				
Subtotal Hours	**2**	**29**	**17**	**6**	**38**	**13**	**91**	**5**				
Subtotal Phase	**$115.38**	**$1,233.95**	**$723.35**	**$255.30**	**$1,668.96**	**$570.96**	**$2,711.80**	**$97.00**	**$7,376.70**	**$11,802.72**	**$19,179.42**	**$21,097.36**
60% Submittal												
30% CD Review Meeting		2	2		2							
Address 30% CD Comments		2	2		2		4					
Cooling Load Calculations		9										
Plumbing Calculations			3									
Mech/Elect Room Layout		4			6		4					
Preliminary HVAC Equipment Selections		6										
Design of 60% MEP/FP Plans		26	22	8	40	22	93					
Specifications												
Quality Control												
Subtotal Hours	**0**	**49**	**29**	**8**	**50**	**22**	**101**	**0**				
Subtotal Phase	**$0.00**	**$2,084.95**	**$1,233.95**	**$340.40**	**$2,196.00**	**$966.24**	**$3,009.80**	**$0.00**	**$9,831.34**	**$15,730.14**	**$25,561.48**	**$28,117.63**
95% Submittal												
60% CD Review Meeting		2	2		2							
Address 60% CD Comments		2	2		2		4					
Mech/Elect Room Layout		4			4		3					
Final HVAC Equipment Selections		6										
Design of 95% MEP/FP Plans		56	56	16	112	52	148					
Specifications		6			6			6				
Quality Control		4			4		8					
Subtotal Hours	**0**	**80**	**60**	**16**	**130**	**52**	**163**	**6**				
Subtotal Phase	**$0.00**	**$3,404.00**	**$2,553.00**	**$680.80**	**$5,709.60**	**$2,283.84**	**$4,857.40**	**$116.40**	**$19,605.04**	**$31,368.06**	**$50,973.10**	**$56,070.41**
Final /Permit												
Energy Calculations		8						3				
Submit to County for Permit		1			3		2	2				
Respond to Permit Comments		4	4		8	2	4	6				
Subtotal Hours	**0**	**13**	**4**	**0**	**11**	**2**	**6**	**11**				
Subtotal Phase	**$0.00**	**$553.15**	**$170.20**	**$0.00**	**$483.12**	**$87.84**	**$178.80**	**$213.40**	**$1,686.51**	**$2,698.42**	**$4,384.93**	**$4,823.42**
Bid and Award												
Answer Bid Questions		2	2	1	4	1	0	4				
Review MEP/FP Bids		1	1		3	1	0	0				
Subtotal Hours	**0**	**3**	**3**	**1**	**7**	**2**	**0**	**4**				
Subtotal Phase	**$0.00**	**$127.65**	**$127.65**	**$42.55**	**$307.44**	**$87.84**	**$0.00**	**$77.60**	**$770.73**	**$1,233.17**	**$2,003.90**	**$2,204.29**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Principal/Project Manager	Mechanical Engineer-HVAC	Plumbing Engineer	Fire Protection Engineer	Electrical Engineer-Power	Electrical Engineer-Lighting	Cadd/Revit Operator	Clerical Administrative	Direct Cost	Multiplier		
Bobes Associates Consulting Engineers	$57.69	$42.55	$42.55	$42.55	$43.92	$43.92	$29.80	$19.40		160%		
21-119	**New Citrus County Animal Shelter Facility**											
Task Description												
Construction Administration	0											
Review MEP/FP Shop Drawings		8	8	6	16	6		16				
Respond to Contractor's RFIs		12	12	3	20	12	26	30				
CA Site Visits During Construction (2)		6	6		6	6		6				
Preparation of MEP As Builts		1	1		1	1	10					
Substantial Completion Inspection		5	5		5	5		2				
Final Completion Inspection		5	5		5	5		2				
Close Out		1	1		1	1		3				
Subtotal Hours	**0**	**38**	**38**	**9**	**54**	**36**	**36**	**59**				
Subtotal Phase	**$0.00**	**$1,616.90**	**$1,616.90**	**$382.95**	**$2,371.68**	**$1,581.12**	**$1,072.80**	**$1,144.60**	**$9,786.95**	**$15,659.12**	**$25,446.07**	**$27,990.68**
Total Hours	**2**	**212**	**151**	**40**	**290**	**127**	**397**	**85**	**1304**			
Fee Subtotal	**$115.38**	**$9,020.60**	**$6,425.05**	**$1,702.00**	**$12,736.80**	**$5,577.84**	**$11,830.60**	**$1,649.00**	**$49,057.27**	**$78,491.63**		**$140,303.79**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ#21-119 New Citrus County Animal Services Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Bowen Engineering Corp			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 72.12	46	$ 3,317.52	
Engineer	$ 48.08	213	$ 10,241.04	
Revit/Cad Tech	$ 38.46	116	$ 4,461.36	
Admin Assistant	$ 24.04	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		375		$ 18,019.92
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 171.00% x Total Direct Labor				$ 30,814.06
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 48,833.98
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 4,883.40
9. SUB-TOTAL LUMP SUM AMOUNT				$ 53,717.38
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 53,717.38
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST-estimated				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 53,717.38
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

BOWEN ENGINEERING CORP	Principal	Engineer	Revit/Cad Tech	Admin Assistant	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Consultant Name	$72.12	$48.08	$38.46	$24.04	$0.00	$0.00	$0.00	$0.00		171%	
New Citrus County Animal Shelter Facility											
Task Description											
30 %-ProgramVerification Submittal											
Review Concept Layouts and meetings	2	4									
Review soils report	2										
Develop Structural design Criteria	2	4									
Preliminary Roof Design	1	4									
Preliminary Lateral Systems Design	1	4									
Preliminary Foundation Design	1	4									
Preliminary roof drafting			6								
Preliminary foundation drafting			6								
Drafting of typical details			6								
Quality Control	2	2									
Task Description											
Subtotal Hours	**11**	**22**	**18**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$793.32**	**$1,057.76**	**$692.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,543.36**	**$4,349.15**	**$7,581.76**
60% Design Development Submittal											
Prepare 60% design plans											
Review 30% documents and meetings	4	4									
Finalize structural design criteria	2	4									
Develop wind loads, DL and LL		12									
Roof Analysis and Design		12									
Vertical systems analysis and design		12									
Foundation systems analysis and design		12									
Drafting of systems			28								
Specifications for 60% and QC	2	4									
Subtotal Hours	**8**	**60**	**28**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$576.96**	**$2,884.80**	**$1,076.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,538.64**	**$7,761.07**	**$13,529.69**
90% Construction Document											
Review 60% documents and meetings	4	4									
Verify and Confirm structural criteria	2	4									
Confirm design loads and mech. Equipment	2	4									
Roof Diaphragm analysis	2	18									
Vertical systems analysis and design	2	18									
Foundation systems analysis and design	2	18									
Lateral systems analysis and design	2	18									
Drafting of systems and details			60								
Specifications to 90% and QC	4	6									
Subtotal Hours	**20**	**90**	**60**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$1,442.40**	**$4,327.20**	**$2,307.60**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,077.20**	**$13,812.01**	**$24,078.13**
Final /Permit											
Review 90% Documents	1	3									
Finalize and QC documents		5									
Subtotal Hours	**1**	**8**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$72.12**	**$384.64**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$456.76**	**$781.06**	**$1,361.60**
Bid and Award											
Assist in bid process		2									
Issue revisions and addenda		2	6								
Task Description											
Task Description											
Subtotal Hours	**0**	**4**	**6**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

BOWEN ENGINEERING CORP	Principal	Engineer	Revit/Cad Tech	Admin Assistant	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Consultant Name	$72.12	$48.08	$38.46	$24.04	$0.00	$0.00	$0.00	$0.00		171%	
Subtotal Phase	**$0.00**	**$192.32**	**$230.76**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$423.08**	**$723.47**	**$1,261.20**
Construction Administration/Closeout											
Review shop dwgs/submittals		8									
Review and answer Rfi's	2	8									
Periodic site visits		12									
Walkthrough/punch list	4										
Closeout/as builts		1	4								
Subtotal Hours	**6**	**29**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$432.72**	**$1,394.32**	**$153.84**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,980.88**	**$3,387.30**	**$5,905.00**
Total Hours	**46**	**213**	**116**	**0**	**0**	**0**	**0**	**0**	**375**		
Fee Subtotal	**$3,317.52**	**$10,241.04**	**$4,461.36**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$18,019.92**	**$30,814.06**	**$53,717.38**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Jensen Hughes, Inc.			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
PM/Sr. FP	$ 74.27	40	$ 2,970.80	
Sr. Eng.	$ 63.43	40	$ 2,537.20	
Staff Eng.	$ 42.76	16	$ 684.16	
Position 4	$ -	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
Position 8	$ -	0	$ -	
5. TOTAL DIRECT LABOR		96		$ 6,192.16
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 207.00% x Total Direct Labor				$ 12,817.77
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 19,009.93
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 1,900.99
9. SUB-TOTAL LUMP SUM AMOUNT				$ 20,910.92
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 20,910.92
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel				
Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ -
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 20,910.92
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	PM/Sr. FP	Sr. Eng.	Staff Eng.	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Jensen Hughes	$74.27	$63.43	$42.76	$0.00	$0.00	$0.00	$0.00	$0.00		207.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Review SD Drawings	2	2	4	0	0	0	0	0			
Attend project meetings with Deign Team	2										
Perform Code Research		2									
Meeting with Fire Marshal	2										
Disaster/emergency management Plan	2	4									
Task Description											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**8**	**8**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$594.16**	**$507.44**	**$171.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,272.64**	**$2,634.36**	**$4,297.71**
60% Submittal											
Review 60% design plans	4	6	2	0	0	0	0	0			
Attend project meetings	4										
Prepare Code analysis narrtaive		6	2								
Meeting with Fire Marshal	4										
Disaster/emergency management Plan	4	4	2								
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**16**	**16**	**6**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$1,188.32**	**$1,014.88**	**$256.56**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,459.76**	**$5,091.70**	**$8,306.61**
90% Submittal											
Review Drawings	4	4	2	0	0	0	0	0			
Attend project meetings	4										
Disaster/emergency management Plan	4	8	2								
Task Description											
Task Description											
Task Description											
Subtotal Hours	**12**	**12**	**4**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$891.24**	**$761.16**	**$171.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,823.44**	**$3,774.52**	**$6,157.76**
Final /Permit											
Task Description	0	0	2	0	0	0	0	0			
Respond to commnets from County AHJ		0									
Subtotal Hours	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$85.52**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$85.52**	**$177.03**	**$288.80**
Bid and Award											
Assist in bid doc prep	4	4	0	0	0	0	0	0			
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$297.08**	**$253.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$550.80**	**$1,140.16**	**$1,860.05**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	PM/Sr. FP	Sr. Eng.	Staff Eng.	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Jensen Hughes	$74.27	$63.43	$42.76	$0.00	$0.00	$0.00	$0.00	$0.00		207.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Task Description											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**40**	**40**	**16**	**0**	**0**	**0**	**0**	**0**			
Fee Subtotal	**$2,970.80**	**$2,537.20**	**$684.16**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,192.16**	**$12,817.77**	**$20,910.92**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ 21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Magley Design, LLC			**4. DATE OF Task ORDER** 17-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 71.15	8	$ 569.20	
Project Manager	$ 71.15	159	$ 11,312.85	
Position 3	$ -	0	$ -	
Position 4	$ -	0	$ -	
Position 5	$ -	0	$ -	
Position 6	$ -	0	$ -	
Position 7	$ -	0	$ -	
5. TOTAL DIRECT LABOR		167		$ 11,882.05
6. OVERHEAD (Labor+General and Administrative)				
Overhead Rate	155.00% x Total Direct Labor			$ 18,417.18
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 30,299.23
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 3,029.92
9. SUB-TOTAL LUMP SUM AMOUNT				$ 33,329.15
10. SUBCONTRACTS (LUMP SUM)				
			$ -	
			$ -	
			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 33,329.15
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel-3 trips to site			$ 285.71	
REIMBURSABLES SUB-TOTAL				$ 285.71
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 285.71
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 33,614.86
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Principal	Project Manager	Position 3	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Magley Design	$71.15	$71.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		155.00%	Input your Multiplier
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Review available documents		2									
Consultant team coordination		2									
Sheet Set ups		3.5									
Site Plan Reviews		3									
Code compliance review		4									
plant selection - populate database		1.5									
Conceptual design		16.5									
Subtotal Hours	**0**	**32.5**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$2,312.38**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,312.38**	**$3,584.18**	**$6,486.21**
60% Submittal											
Respond to 30% comments		5									
Prepare 60% design plans		32									
Irrigation plans		18									
Details		5									
Schedule and notes		3									
QA/QC	4										
Task Description											
Subtotal Hours	**4**	**63**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$284.60**	**$4,482.45**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,767.05**	**$7,388.93**	**$13,371.58**
90% Submittal											
Respond to 60% comment		4									
Prepare 90% design plans		12									
Final coordination w/other subs		2									
QA/QC	4										
Task Description											
Subtotal Hours	**4**	**18**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$284.60**	**$1,280.70**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,565.30**	**$2,426.22**	**$4,390.67**
Final /Permit											
Prepare 100% plans	0	6									
Sign/Seal documents	0	0.5									
Subtotal Hours	**0**	**6.5**						**0**			
Subtotal Phase	**$0.00**	**$462.48**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$462.48**	**$716.84**	**$1,297.24**
Bid and Award											
Response to comments		4									
Requests for information		2									
Task Description											
Subtotal Hours	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Principal	Project Manager	Position 3	Position 4	Position 5	Position 6	Position 7	Position 8	Direct Cost	Multiplier	
Magley Design	$71.15	$71.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		155.00%	Input your Multiplier
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$426.90**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$426.90**	**$661.70**	**$1,197.45**
Construction Administration											
RFI's		2									
Construction coordination		12									
Site Visit/Substantial Completion		8									
Final Completion		8									
As Builts		3									
Subtotal Hours	**0**	**33**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$2,347.95**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,347.95**	**$3,639.32**	**$6,586.00**
Total Hours	**8**	**159**	**0**	**0**	**0**	**0**	**0**	**0**			
Fee Subtotal	**$569.20**	**$11,312.85**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,882.05**	**$23,194.90**	**$33,329.15**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT MLM Martin Architects, Inc.			**4. DATE OF WORK ORDER** 1/18/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 73.93	44	$ 3,252.92	
Sr. Project Manager	$ 69.16	643	$ 44,469.88	
Project Architect	$ 43.85	555	$ 24,336.75	
Sr. Interior Designer	$ 46.02	46	$ 2,116.92	
Revitt II	$ 38.46	508	$ 19,537.68	
Architectural Designer	$ 43.85	504	$ 22,100.40	
Document Control	$ 44.67	96	$ 4,288.32	
Clerical II	$ 32.13	202	$ 6,490.26	
5. TOTAL DIRECT LABOR		2,598		$ 126,593.13
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 168.00% x Total Direct Labor				$ 212,676.46
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 339,269.59
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 33,926.95
9. SUB-TOTAL LUMP SUM AMOUNT				$ 373,196.54
10. SUBCONTRACTS (LUMP SUM)				$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 373,196.54
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST Travel/ Site Visits/ Printing/ Presentation Preparation				$ 19,000.00
REIMBURSABLES SUB-TOTAL				$ 19,000.00
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 19,000.00
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 392,196.54
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Pricipal	Sr. Project Manager	Project Architect	Sr. Interior Designer	Revitt II	Architectural Designer	Document Control	Clerical II	Direct Cost	Multiplier	
MLM-Martin Architects Inc.	$73.93	$69.16	$43.85	$46.02	$38.46	$43.85	$44.67	$32.13		168.00%	Total Fee
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Schematic Design 30% Submittal											
Meetings with County One Meeting	0	12	12	0	0	0	0				
Meetings with Team		10	10		8						
Code analysis & Site - Meetings with AHJ		10	16								
Program Verification- Spaces-Site-equipment-Finishes		14	24			16		4			
Conceptual Layouts		14	28		32	32					
QC & Coordination	4	5	5		4	4		2			
Prepartion of 30% Drawings		10	10		32	32					
Cost Verification- Reconsiliation		10									
Technical Review Meeting and Comments		12	12								
Task Description											
Subtotal Hours	**4**	**97**	**117**	**0**	**76**	**84**	**0**	**6**			
Subtotal Phase	**$295.72**	**$6,708.52**	**$5,130.45**	**$0.00**	**$2,922.96**	**$3,683.40**	**$0.00**	**$192.78**	**$18,933.83**	**$31,808.83**	**$55,816.93**
Design Development 60% Submittal											
Prepare 60% Dwgs	0	12	40	0	56	56	0	0			
Prepare 60% Specifications	8	12	40	2				40			
Compile Products Approvals	2	4	10			8					
Prepare Color Boards-Color Selection		4		8		24		4			
Coordiantion with Civil for Site Permits and follow up with AHJ for Building		16	4		4			4			
Meetings with County		24	16								
Meetings with Team	2	24	24		8	8					
QC & Coordination	4	12	12		12	12		4			
Cost Verification- Reconsiliation		12									
Subtotal Hours	**16**	**120**	**146**	**10**	**80**	**108**	**0**	**52**			
Subtotal Phase	**$1,182.88**	**$8,299.20**	**$6,402.10**	**$460.20**	**$3,076.80**	**$4,735.80**	**$0.00**	**$1,670.76**	**$25,827.74**	**$43,390.60**	**$76,140.18**
Construction Document 95% Submittal											
Prepare Constrution Dwgs	4	32	84	20	240	240	8	12			
Prepare Construction Specs	4	24	56	8				60			
Meetings with Client & Tech Review		24	24					8			
Meetings with Team	4	24	24		16	16		8			
QC & Coordination	8	32	32	4	24	24		16			
Cost Confirmation and Reconciliation		10									
Subtotal Hours	**20**	**146**	**220**	**32**	**280**	**280**	**8**	**104**			
Subtotal Phase	**$1,478.60**	**$10,097.36**	**$9,647.00**	**$1,472.64**	**$10,768.80**	**$12,278.00**	**$357.36**	**$3,341.52**	**$49,441.28**	**$83,061.35**	**$145,752.89**
Final /Permit											
Complete Final CD DWG & SPEC		4	32	4	32	32		12			
S& Seal Doc/Permit/responses	4										
Subtotal Hours	**4**	**4**	**32**	**4**	**32**	**32**	**0**	**12**			
Subtotal Phase	**$295.72**	**$276.64**	**$1,403.20**	**$184.08**	**$1,230.72**	**$1,403.20**	**$0.00**	**$385.56**	**$5,179.12**	**$8,700.92**	**$15,268.05**
Bid and Award											
Assist in bid doc prep	0	0	0	0	0	0	0	12			
Response to question/Addendum		8						16			
Prebid Conference		8									
Task Description											
Subtotal Hours	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**28**			

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Pricipal	Sr. Project Manager	Project Architect	Sr. Interior Designer	Revitt II	Architectural Designer	Document Control	Clerical II	Direct Cost	Multiplier	
MLM-Martin Architects Inc.	$73.93	$69.16	$43.85	$46.02	$38.46	$43.85	$44.67	$32.13		168.00%	Total Fee
RFQ #21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$1,106.56**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$899.64**	**$2,006.20**	**$3,370.42**	**$5,914.28**
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	40	0	0	0	40	0			
RFI's ASI'S		40					32				
Review Pay requests		12									
Site Visits /on site JM (two per month)		176					8				
Walkthrough/punch list		24					8				
Closeout/RecordDWG/O&M		8			40						
Subtotal Hours	**0**	**260**	**40**	**0**	**40**	**0**	**88**	**0**			
Subtotal Phase	**$0.00**	**$17,981.60**	**$1,754.00**	**$0.00**	**$1,538.40**	**$0.00**	**$3,930.96**	**$0.00**	**$25,204.96**	**$42,344.33**	**$74,304.22**
Total Hours	**44**	**643**	**555**	**46**	**508**	**504**	**96**	**202**			
Fee Subtotal	**$3,252.92**	**$44,469.88**	**$24,336.75**	**$2,116.92**	**$19,537.68**	**$22,100.40**	**$4,288.32**	**$6,490.26**	**$126,593.13**	$212,676.46	**$373,196.54**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL						
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility				**2.WORK ORDER NUMBER**		
3. NAME OF CONSULTANT Siebein Associates, Inc.				**4. DATE OF WORK ORDER** 17-Jan-22		
PART II: LABOR RELATED COSTS						
	Hourly Rates		**Estimated Hours**	**Estimated Cost**		**Total**
Senior Principal	$	88.67	29	$	2,571.43	
Associate Principal	$	52.51	162	$	8,506.62	
Senior Consultant	$	40.38	72	$	2,907.36	
Consultant	$	37.56	124	$	4,657.44	
Technical Staff	$	18.50	72	$	1,332.00	
Administrtive	$	-	0	$	-	
0	$	-	0	$	-	
0	$	-	0	$	-	
5. TOTAL DIRECT LABOR			459			$ 19,974.85
6. OVERHEAD (Labor+General and Administrative) Overhead Rate		191.00% x Total Direct Labor				$ 38,151.96
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)						$ 58,126.81
8. PROFIT: Labor Related Cost (Item 7)					10%	$ 5,812.68
9. SUB-TOTAL LUMP SUM AMOUNT						$ 63,939.49
10. SUBCONTRACTS (LUMP SUM)						
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	
SUB-CONTRACT SUB-TOTAL				$	-	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)						$ 63,939.49
PART III: OTHER COSTS						
12: MISCELLANEOUS DIRECT COSTS **NA**						$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL						$ -
13. REIMBURSABLE COST **NA**						
REIMBURSABLES SUB-TOTAL						$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)						$ -
PART IV: SUMMARY						
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14						$ 63,939.49
16. PRIOR CONTRACT AMOUNT						$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)						N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Senior Principal	Associate Principal	Senior Consultant	Consultant	Technical Staff				Direct Cost	Multiplier	
Siebein Associates, Inc.	$88.67	$52.51	$40.38	$37.56	$18.50	$0.00	$0.00	$0.00		191.00%	
RFQ#21-119 New Citrus County Animal Shelter Facility											
Task Description											
30% Submittal											
Site Noise ambient sound level measurements	4	12			32						
Site noise computer analysis	4	12	40								
30% acoustical analysis of building	4	40									
Subtotal hours	**12**	**64**	**40**	**0**	**32**	**0**	**0**	**0**			
Subtotal Phase	**$1,064.04**	**$3,360.64**	**$1,615.20**	**$0.00**	**$592.00**	**$0.00**	**$0.00**	**$0.00**	**$6,631.88**	**$12,666.89**	**$21,228.65**
60% Submittal											
Architctural Acoustics analysis, specs and details	3	40									
HVAC system noise and vibration analysis and recommendtions	3			80							
Subtotal hours	**6**	**40**	**0**	**80**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$532.02**	**$2,100.40**	**$0.00**	**$3,004.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,637.22**	**$10,767.09**	**$18,044.74**
90% Submittal											
Acoustical review and coordination	3	6		12							
Subtotal hours	**3**	**6**	**0**	**12**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$266.01**	**$315.06**	**$0.00**	**$450.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,031.79**	**$1,970.72**	**$3,302.76**
Final /Permit											
Revise OPC											
Submit to County											
Subtotal hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep											
Coordinate through bid process											
Bid tabulation/recommendation											
Task Description											
Subtotal hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Senior Principal	Associate Principal	Senior Consultant	Consultant	Technical Staff				Direct Cost	Multiplier	
Siebein Associates, Inc.	$88.67	$52.51	$40.38	$37.56	$18.50	$0.00	$0.00	$0.00		191.00%	
RFQ#21-119 New Citrus County Animal Shelter Facility											
Task Description											
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Construction Administration/Closeout											
Review shop drawings	2	12	16	16							
Video calls/telephone consulting	2	12	16	16							
Site visit observation	1	12			16						
Coordinate closeout documents	3	16			24						
Subtotal hours	**8**	**52**	**32**	**32**	**40**	**0**	**0**	**0**			
Subtotal Phase	**$709.36**	**$2,730.52**	**$1,292.16**	**$1,201.92**	**$740.00**	**$0.00**	**$0.00**	**$0.00**	**$6,673.96**	**$12,747.26**	**$21,363.35**
Total Hours	**29**	**162**	**72**	**124**	**72**	**0**	**0**	**0**			
Fee Subtotal	**$2,571.43**	**$8,506.62**	**$2,907.36**	**$4,657.44**	**$1,332.00**	**$0.00**	**$0.00**	**$0.00**	**$19,974.85**	**$38,151.96**	**$63,939.49**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ#21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT Terracon Consultants, Inc.			**4. DATE OF Task ORDER** 18-Jan-22	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal Engineer	$ 87.26	3	$ 261.78	
Senior Engineer	$ 64.02	14	$ 896.28	
Engineer	$ 39.74	4	$ 158.96	
Senior Engineering Technician	$ 33.84	4	$ 135.36	
Engineering Technician	$ 21.11	0	$ -	
Engineering Intern	$ 32.21	0	$ -	
CAD Technician	$ 30.20	0	$ -	
Administrative Assistant	$ 32.69	1	$ 32.69	
5. TOTAL DIRECT LABOR		26		$ 1,485.07
6. OVERHEAD (Labor+General and Administrative) Overhead Rate	185.00% x Total Direct Labor			$ 2,747.38
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 4,232.45
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 423.24
9. SUB-TOTAL LUMP SUM AMOUNT				$ 4,655.69
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	
SUB-CONTRACT SUB-TOTAL			$ -	$ -
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 4,655.69
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				
	Clearing Subcontractor to Access Geotechnical Borings/Drilling/Laboratory			$ 7,325.38
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 7,325.38
13. REIMBURSABLE COST				
Travel				
Printing, Courier, Application Fees				
REIMBURSABLES SUB-TOTAL				$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 7,325.38
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 11,981.07
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Principal Engineer	Senior Engineer	Engineer	Senior Engineering Technicain	Engineering Technician	Engineering Intern	CAD Technician	Administarative Assistant	Direct Cost	Multiplier	
Terracon Consultants, Inc.	$87.26	$64.02	$39.74	$33.84	$21.11	$32.21	$30.20	$32.69		185.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Geotechnical Scope											
Schematic Design 30%											
Project Initiation/Setup	0.5	1	0	0		0	0	0.5			
Site Reconnaissance/Staking Borings/Calling in Utility Locate											
Drilling Services											
Boring Review /Soil Classification											
Preliminary Recommendations											
Stormwater Analysis											
task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**0.5**	**1**	**0**	**0**	**0**	**0**	**0**	**0.5**			
Subtotal Phase	**$43.63**	**$64.02**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$16.35**	**$124.00**	**$229.39**	**$388.72**
Design Development 60% Submittal											
Site Reconnaissance/Staking Borings/Calling in Utility Locate				4							
Boring review/Soil classification	0.5	1	4								
Preliminary Recommendations	0.5	2									
Stormwater Analysis		1									
Prepare 60% design plans	1	6						0.5			
Task Description											
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**2**	**10**	**4**	**4**	**0**	**0**	**0**	**0.5**			
Subtotal Phase	**$174.52**	**$640.20**	**$158.96**	**$135.36**	**$0.00**	**$0.00**	**$0.00**	**$16.35**	**$1,125.39**	**$2,081.96**	**$3,528.08**
Construction Document 90%											
Review plans	0	1	0	0	0	0	0	0			
Task Description											
Task Description											
Task Description											
Task Description											
Subtotal Hours	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$64.02**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$64.02**	**$118.44**	**$200.70**
Final /Permit											
Task Description	0	0	0	0	0	0	0	0			
Submit to County AHJ											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Bid and Award											
Assist in bid doc prep	0.5	1	0	0	0	0	0	0			
Coordinate through bid process		1									
Bid tabulation/recommendation											
Task Description											
Subtotal Hours	**0.5**	**2**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$43.63**	**$128.04**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$171.67**	**$317.59**	**$538.19**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Principal Engineer	Senior Engineer	Engineer	Senior Engineering Technicain	Engineering Technician	Engineering Intern	CAD Technician	Administarative Assistant	Direct Cost	Multiplier	
Terracon Consultants, Inc.	$87.26	$64.02	$39.74	$33.84	$21.11	$32.21	$30.20	$32.69		185.00%	Input your Multiplier
New Citrus County Animal Shelter Facility											
Geotechnical Scope											
Construction Administration/Closeout											
Review shop dwgs/submittals	0	0	0	0	0	0	0	0			
Contractor Response											
Review Pay requests											
Coordinate Asbuilts											
Walkthrough/punch list											
Closeout											
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
Subtotal Phase	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Hours	**3**	**14**	**4**	**4**	**0**	**0**	**0**	**1**			
Fee Subtotal	**$261.78**	**$896.28**	**$158.96**	**$135.36**	**$0.00**	**$0.00**	**$0.00**	**$32.69**	**$1,485.07**	**$2,747.38**	**$4,655.69**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

CONTRACT FEE SUMMARY
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

PART I: GENERAL				
1. PROJECT RFQ #21-119 New Citrus County Animal Shelter Facility			**2.WORK ORDER NUMBER**	
3. NAME OF CONSULTANT TOCOI ENGINEERING			**4. DATE OF WORK ORDER** 1/19/2022	
PART II: LABOR RELATED COSTS				
	Hourly Rates	**Estimated Hours**	**Estimated Cost**	**Total**
Principal	$ 60.81	90	$ 5,472.90	
Project Mgr	$ 50.68	530	$ 26,860.40	
PE	$ 45.61	372	$ 16,966.92	
Designer	$ 32.09	192	$ 6,161.28	
Admin II	$ 25.34	62	$ 1,571.08	
5. TOTAL DIRECT LABOR		1246		$ 57,032.58
6. OVERHEAD (Labor+General and Administrative) Overhead Rate 196.00% x Total Direct Labor				$ 111,783.86
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 168,816.44
8. PROFIT: Labor Related Cost (Item 7)			10%	$ 16,881.64
9. SUB-TOTAL LUMP SUM AMOUNT				$ 185,698.08
10. SUBCONTRACTS (LUMP SUM)				
Charles Bassett & Assoc., Inc.			$ 23,500.00	
SWCA Environmental, Inc.			$ 22,777.00	
				$ 46,277.00
11. TOTAL LUMP SUM AMOUNT (Items 9 & 10)				$ 231,975.08
PART III: OTHER COSTS				
12: MISCELLANEOUS DIRECT COSTS				
Printing and Reprographics				$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
13. REIMBURSABLE COST				
Travel/ Per Diem/ Construction Inspection				$ 8,000.00
REIMBURSABLES SUB-TOTAL				$ 8,000.00
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 & 13)				$ 8,000.00
PART IV: SUMMARY				
15. TOTAL AMOUNT OF WORK ORDER Items 11 & 14				$ 239,975.08
16. PRIOR CONTRACT AMOUNT				$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 & 16)				N/A

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

	Principal	Project Manager	Project Engineer	Designer	Construction Admin	Admin II	Direct Cost	Multiplier
Tocoi Engineering	$60.81	$50.68	$45.61	$32.09	$39.00	$25.34		196%
RFQ#21-119	**New Citrus County Animal Shelter Facility**							
Task Description								
30% Submittal								
Client Coordination/ Site Visit		24	16					
Master Planning	8	12	16	24				
Obtain Site Survey		12				3		
Obtain Geotech Survey		12				4		
Gather Utility Data		32				4		
Gather Environmental/JD Data		40				4		
Archaeological/Historical Review		36				4		
Develop Site Design		16	32					
Preliminary Architechtural Design		24						
Prepare 30% Design Plans		12	16	36				
QA/QC	18	24	8			2		
Opinion of Probable Cost (OPC)	4	6	8			1		
Agency Preapplication Mtgs		**6**	**6**			**2**		
Subtotal Hours	**30**	**256**	**102**	**60**	**0**	**24**		
Subtotal Phase	**$1,824.30**	**$12,974.08**	**$4,652.22**	**$1,925.40**	**$0.00**	**$608.16**	**$21,984.16**	**$43,088.95**
60% Submittal								
Prepare for BOCC/Public Mtg	6	6	8			4		
Attend BOCC/Public Mtg(s)		6	2					
Client Coordination/ Site Visit		10	16					
Revise Site Plans, Calcs		12	16					
Revise Building Plans		24						
Revise OPC		4	8			1		
Develop Landscape Plans		8						
Prepare 60% Design Plans		16	24	72				
QA/QC	14	20	6			2		
Apply for Agency Permits		**8**	**20**			**2**		
Submit to County and Agencies		**2**	**4**			**1**		
Subtotal Hours	**20**	**116**	**104**	**72**	**0**	**10**		
Subtotal Phase	**$1,216.20**	**$5,878.88**	**$4,743.44**	**$2,310.48**	**$0.00**	**$253.40**	**$14,402.40**	**$28,228.70**
90% Submittal								
Prepare for BOCC/Public Mtg	4	6	8			4		
Attend BOCC/Public Mtg(s)		6	2					
Client Coordination/ Site Visit		12	16					
Revise Site Plans, Calcs		12	12					
Revise Building Plans	6	12						
Revise OPC	2	3	4			1		
Prepare 90% Design Plans		10	20	32				

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

	Principal	Project Manager	Project Engineer	Designer	Construction Admin	Admin II	Direct Cost	Multiplier
Tocoi Engineering	$60.81	$50.68	$45.61	$32.09	$39.00	$25.34		196%
QA/QC	10	8	2			2		
Resubmit to County and Agencies		2	4			1		
Subtotal Hours	**22**	**71**	**68**	**32**	**0**	**8**		
Subtotal Phase	**$1,337.82**	**$3,598.28**	**$3,101.48**	**$1,026.88**	**$0.00**	**$202.72**	**$9,267.18**	**$18,163.67**
Final /Permit								
Prepare for BOCC/Public Mtg	2	4	8			4		
Attend BOCC/Public Mtg(s)		4	2					
Client Coordination/ Site Visit		2	16					
Revise Site Plans, Calcs		6	8					
Revise Building Plans	4	14						
Revise OPC		2	4			1		
Prepare Final Design Plans		6	16	28				
QA/QC	6	4	2			2		
Resubmit to County and Agencies		2	4			1		
Subtotal Hours	**12**	**44**	**60**	**28**	**0**	**8**		
Subtotal Phase	**$729.72**	**$2,229.92**	**$2,736.60**	**$898.52**	**$0.00**	**$202.72**	**$6,797.48**	**$13,323.06**
Bid and Award								
Assist County in Bid Doc Prep	2	16				6		
Assist County in Bidding Activities	2	16				6		
Subtotal Hours	**4**	**32**	**0**	**0**	**0**	**12**		
Subtotal Phase	**$243.24**	**$1,621.76**	**$0.00**	**$0.00**	**$0.00**	**$304.08**	**$2,169.08**	**$4,251.40**
Construction Administration								
Conduct Pre-construction mtg		1	4					
Respond to RFIs		2	12					
Review progress/ change orders		2	16					
Site review/ inspection/ CEI		2						
Certify substantial completion	1	2	6					
Review as-builts	1	2						
Subtotal Hours	**2**	**11**	**38**	**0**	**0**	**0**		
Subtotal Phase	**$121.62**	**$557.48**	**$1,733.18**	**$0.00**	**$0.00**	**$0.00**	**$2,412.28**	**$4,728.07**
Total Hours	**90**	**530**	**372**	**192**	**0**	**62**	**1246**	
Fee Subtotal	**$5,472.90**	**$26,860.40**	**$16,966.92**	**$6,161.28**	**$0.00**	**$1,571.08**	**$57,032.58**	**$111,783.86**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

Project #	Name of Consultant	Specialty	Direct Project Cost	Overhead Multiplier	Consultant Subtotal	Profit	Total	Geotech/ Environmental Subconsultant	Surveyor Subconsultant	Reimbursables	Total Cost
21-119	**Blue Cord-Estimating**	Cost Estimator	$9,442.58	2.55	$24,078.58	1.25	$30,098.22				$30,098.22
21-119	**Bobes-ME**	MEP-Fire Sprinkler-Low Voltage Engineering	$49,057.27	2.60	$127,548.90	1.10	$140,303.79				$140,303.79
21-119	**Bowen-Structural**	Structural Engineering	$18,019.92	2.71	$48,833.98	1.10	$53,717.38				$53,717.38
21-119	**Jensen Hughes-NFPA**	NFPA 150 Compliance	$6,192.16	3.07	$19,009.93	1.10	$20,910.92				$20,910.92
21-119	**Magley-Landscaping**	Landscape & Irrigation Architecture/Design	$11,882.05	2.55	$30,299.23	1.10	$33,329.15			$285.71	$33,614.86
21-119	**MLM-Martin Architects**	Architecture	$126,593.13	2.68	$339,269.59	1.10	$373,196.54			$19,000.00	$392,196.54
21-119	**Siebein-Acoustical**	Architectural & Environmental Acoustics	$19,974.85	2.91	$58,126.81	1.10	$63,939.49				$63,939.49
21-119	**Terracon-Geotech**	Geotechnical	$1,485.07	2.85	$4,232.45	1.10	$4,655.69	$7,325.38			$11,981.07
21-119	**Tocoi-PM/ Civil Engr**	Prime Consultant/ Civil Engineering	$57,032.58	2.96	$168,816.44	1.10	$185,698.08	$22,777.00	$23,500.00	$8,000.00	$239,975.08
	Total Project Cost		**$299,679.61**		**$820,215.91**		**$905,849.26**	**$30,102.38**	**$23,500.00**	**$27,285.71**	**$986,737.35**

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119

ATTACHMENT "D"
SWCA SCOPE AND FEE

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

February 21, 2022

Mr. Charles Sohm, PE
Tocoi Engineering, Inc.
714 North Orange Avenue
Green Cove Springs, FL 32043

Submitted via email to: csohm@tocoi.com

Re: Environmental Consulting Services Proposal
Citrus County Animal Services Shelter (P71609)

Dear Mr. Sohm:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for post-construction environmental services for supporting Tocoi Engineering (Tocoi) with its Citrus County Animal Services Shelter Project (project) in Citrus County, Lecanto, Florida. SWCA has decades of experience supporting all stages of environmental resource permitting throughout the Southeastern United States. Our staff is qualified and available to support Tocoi with the necessary environmental permitting service to support this project.

The work order request from Tocoi received on January 18, 2022 included the following five requested tasks:

1. Wetland delineation and permitting as required for the Southwest Florida Water Management District (SWFWMD)/Florida Department of Environmental Protection (FDEP), etc.
2. Mitigation of any protected animal species (gopher tortoises, indigo snake, scrub jay)
3. Archaeological and Historical Resource Protection
4. Phase I Environmental Site Assessment (ESA)/Contamination Report
5. Seminole Tribal Historic Preservation Office (THPO) coordination/permitting

To prepare our scope of work and cost estimate, we reviewed the figure you provided and readily available public information regarding the site. The information we reviewed included the following data layers and maps:

- 2021 parcel boundary information from the Florida Department of Revenue (FDOR)
- 2021 aerial imagery from the Environmental Systems Research Institute (ESRI) and Google Earth
- 1995-2021 historic aerial imagery from Google Earth Pro
- 2012 Natural Resources Conservation Service (NRCS) soil survey
- 2012-2019 Florida Land Use, Cover and Forms Classification System (FLUCCS) habitats
- 2021 bald eagle (*Haliaeetus leucocephalus*) nesting locations from the Florida Fish and Wildlife Conservation Commission (FWC)
- SWFWMD Environmental Resource Permit (ERP) permit file
- Historic U.S. Geological Survey (USGS) topographic maps for the project vicinity

Several preliminary findings affect the requested scope of work. We have reason to believe the site does not contain any jurisdictional wetlands. The scope for this task includes sending qualified wetland delineators to the site to confirm this. We expect to confirm that no wetlands are present, so we included the effort necessary to provide a letter of findings summarizing our work. This would also potentially eliminate the need for wetland permitting, mitigation, and FDEP involvement. If wetlands are present, they will be flagged and mapped and a change order will be requested to address the needs of SWFWMD and FDEP permitting.

The preliminary investigation revealed that the only listed species likely to be significantly affected by the proposed project is the gopher tortoise (*Gopherus polyphemus*). The site and vicinity do not appear to contain habitat suitable for the Florida scrub jay (*Aphelocoma coerulescens*). We do not expect significant impacts to the eastern indigo snake (*Drymarchon corais couperi*) . Since the project site is adjacent to the Withlacoochee State Forest, which likely provides suitable habitat for eastern indigo snakes, we will follow standard U.S. Fish and Wildlife Service (USFWS) precautions for indigo snakes when relocating any gopher tortoises that may be present.

TASK 1. WETLAND DELINEATION AND PRELIMINARY LISTED SPECIES INVESTIGATION

SWCA shall send a team to the project site that includes a qualified wetland delineator, a listed species biologist, and at least one (1) FWC authorized gopher tortoise agent. The purpose of this investigation will be to confirm our initial investigation that suggests no jurisdictional wetlands are present at the project site. Vegetation, soils, and site hydrology will be documented for a letter of findings. This letter will be sufficient for submittal to both Citrus County and SWFWMD. We expect this letter will relieve the requirement for wetland permitting.

The field investigation will include a preliminary investigation to confirm the location and number of gopher tortoise burrows that may be affected by the proposed project. If gopher tortoise burrows are identified during the preliminary investigation, burrows will be marked in the field in accordance with FWC standards. SWCA will provide a report with a graphic map depicting the location of identified burrows.

The project site and adjacent properties do not appear to contain any habitat suitable for scrub jays. We expect to confirm this during the field investigation. If suitable scrub jay habitat is identified, a change order will be developed to address the need for a scrub jay survey and to obtain a USFWS permit necessary to facilitate the project.

The project site is not of a size or landscape position that lends itself to be considered critical habitat for indigo snakes. The Withlacoochee State Forest, located east of the project site, is likely considered suitable habitat for indigo snakes. The site investigation is unlikely to reveal the presence of indigo snakes but also cannot confirm their absence. We propose to follow USFWS standard guidance for indigo snakes which includes notification to USFWS, signs, and information regarding indigo snakes to be posted during construction.

TASK 2. LEVEL 1 CULTURAL RESOURCES ASSESSMENT SURVEY

During our preliminary investigation using USGS maps we identified one (1) structure that is located on or near the project vicinity on or after the 1890s and up to the 1950s. This preliminary finding is not in itself significant, other than it will require an additional field investigation to determine a more precise location and document the nature of the former structure. SWCA shall coordinate a Level 1 Cultural Resources Assessment Survey (CRAS) of the proposed Citrus County Animal Control Facility in Citrus County, Florida.

The cost for this task includes submittal and coordination of the field investigation with the State Historic Preservation Office (SHPO) and the Seminole THPO.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

The cost for this task does not include Level 2 or Level 3 archaeological investigations.

TASK 3. ASTM PHASE I ENVIRONMENTAL SITE ASSESMENT

SWCA shall provide a Phase I ESA standard report in accordance with ASTM Standard E1527-21. Typically, a Phase I ESA report will be completed and delivered within approximately 15 business days. Phase I ESA reports can be expedited for an additional fee. The cost for this report will include the following: review of previous ESAs and title report (if available); records review (Environmental Data Resources Radius Map Report); Vapor Encroachment Evaluation report; readily available historic research, maps, and figures; interviews with regulatory officials and personnel associated with the subject and adjoining properties; one (1) site visit; evaluation of information; and an electronic PDF copy of the report.

Typically, a Phase I ESA does not include sampling or testing of air, soil, groundwater, surface water, or building materials. These activities would be carried out in a Phase II ESA, if necessary.

TASK 4. MEETINGS

SWCA expects to attend various client, owner, regulatory, or other meetings necessary to facilitate this project. Considering the current situation with the COVID-19 pandemic, SWCA expects travel and face-to-face meetings to remain restricted. We included a budget for no more than eight (8) meetings by teleconference via a method acceptable to the client and/or owner.

ESTIMATED COST

SWCA proposes to invoice our services monthly on a lump sum basis. Table 1 summarizes the estimated cost of these services, per task.

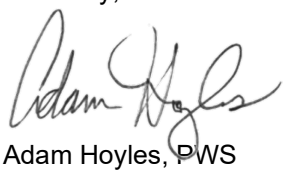
Table 1. Cost Estimate.

TASK	ESTIMATED COST
Task 1. Wetland delineation and preliminary listed species investigation	$6,229
Task 2. Level 1 Cultural Resources Assessment	$11,857
Task 3. ASTM Phase I Environmental Site Assessment	$3,261
Task 4. Meetings (up to 8 by teleconference)	$1,430
TOTAL	$22,777

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Thank you for providing us with the opportunity to work with you. We are excited to assist Tocoi Engineering, Inc. with this important project. Please contact me at (904) 859-7263 or adam.hoyles@swca.com if you have any questions regarding this proposal.

Sincerely,



Adam Hoyles, PWS
Senior Project Manager

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

SWCA | Citrus County Animal Services Shelter

Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

1. Services. Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

2. Work Schedule. SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

3. Additional Services. Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

4. Standard of Service. SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

5. Project Information; Confidentiality. Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

6. General Payment and Expense Terms. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

7. Taxes. Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

8. Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of $200 or 1% of the overdue balance.

9. Term of Agreement. Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

10. Termination. If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

11. Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

12. Governing Law; Interpretation. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

13. Insurance. The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

14. Indemnification. Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

15. Consequential Damages Waiver. Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

ATTACHMENT "E"
TERRACON SCOPE AND FEE

January 21, 2022

MLM-Martin Architects, Inc
668 N. Orlando Avenue, Suite 107
Orlando, FL 32751

Attn: Mr. Miguel L. Martin, AIA
P: 407-897-6764
E: mmartin@mlm-martin.com

Re: Proposal for Geotechnical Engineering Services
Citrus County Animal Control Services
3062 W. Woodland Ridge Drive
Lecanto, Citrus County, Florida
Terracon Proposal No. PH4225011

Dear Mr. Martin:

We appreciate the opportunity to submit this proposal to MLM-Martin Architects, Inc (MLM) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits for this proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the Scope of Services described in this proposal is $11,981.07. See Exhibit C for more details of our fees and consideration of additional services.

Sincerely,
Terracon Consultants, Inc.

Stephen C. Knauss, P.E., D.GE
Senior Engineer

Keith D Bennett, P.E.
Senior Geotechnical Engineer

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by MLM and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 3062 W. Woodland Ridge Drive in Lecanto, Citrus County, Florida. Latitude/Longitude (approximate) 28.8436/-82.4866 (See Exhibit D)
Existing Improvements	The site is undeveloped.
Current Ground Cover	The site is heavily vegetated.
Existing Topography (from USGS)	The elevation is approximately +40 to +50 feet NGVD.
Site Access	We expect the site, and all exploration locations, are accessible for our clearing subcontractor and truck-mounted drilling equipment.
Expected Subsurface Conditions	The near surface soils are sands overlying clayey sands. Limestone is relatively deep.

Planned Construction

Item	Description
Information Provided	Information was provided in an email from MLM.
Project Description	The project consists of an animal control shelter that could range in size from 25,500 to 33,400 square feet within an existing Citrus County facility
Proposed Structure	The project includes a single-story building with kennels for dogs, admin offices a veterinary clinic and support spaces. The building will be slab-on-grade (non-basement).
Building Construction (Assumed)	Load-bearing masonry walls Steel frame or wood frame Slab-on-grade
Finished Floor Elevation	Assumed to be within 2 feet of existing grade.

Item	Description
Maximum Loads (assumed)	▪ Columns: 50 kips ▪ Walls: 4 kips per linear foot (klf) ▪ Slabs: 125 pounds per square foot (psf)
Grading	Grading is anticipated to be 2 feet or less.
Below-Grade Structures	None are anticipated.
Free-Standing Retaining Walls	None are anticipated.
Pavements	We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption. Anticipated traffic is as follows: ▪ Autos/light trucks: 50 vehicles per day ▪ Light delivery and trash collection vehicles: 20 vehicles per week ▪ Tractor-trailer trucks: <4 vehicles per week The pavement design period is 20 years.
Estimated Start of Construction	2022 or 2023

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field clearing and exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

MLM prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location
5	20	Planned building area
2	20	Planned stormwater management area
4	6	Planned parking/driveway area

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±10 feet. Field measurements from existing site features or other suveyor-provided measurements may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track or truck-mounted drill rig using mud rotary drilling. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and visually classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

The hand auger boring procedure consists of manually turning a 3-inch diameter, 6-inch long sampler into the soil until it is full. The sampler is then retrieved and the soils in the sampler visually examined and classified. This procedure is repeated until the desired termination depth is achieved. Samples of representative strata are obtained for further visual examination and classification in our laboratory. Groundwater levels will be measured in the boreholes at the time of our field exploration to evaluate the depth to groundwater. These borings will then be backfilled with soil cuttings upon completion.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with bentonite chips upon completion. . Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess cuttings and drill fluids will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service for clearance of the boring locations from utilities. Fees associated with the additional services are not included in our current Scope of Services and are noted as an additional service. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

We understand that the site is relatively heavily vegetated, and we anticipate that clearing of access paths to the planned boring locations approximately 10 to 15 feet in width will be necessary. The paths will tentatively be cleared using a skid-steer equipped with a ‘hydro-ax’ (implement or similar). Based on our experience, this method of clearing leaves mulch paths on

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

the site in lieu of cut brush and felled timber and easily eroded uncovered soil paths, which is typically much more acceptable to property owners. .

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and limestone strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- -200 (Fines Content)
- Atterberg limits
- Grain size analysis

Our laboratory testing program includes review of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our ***Client Portal*** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a signed and sealed printable version of our completed geotechnical engineering report, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site discussion
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Stormwater management considerations

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration with Clearing, Laboratory Testing, Geotechnical Consulting & Reporting	$11,981.07

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service [1]	$950	
Plans and Specifications Review	$800	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with, wet ground conditions, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Receipt of Signed Agreement [1, 2, 3]
Project Planning	4 business days
Site Characterization	15 business days
Geotechnical Engineering	25 business days

1. Upon receipt of your notice to proceed we will activate the schedule component of our ***Client Portal*** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our ***Client Portal*** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. All activities will be conducted concurrently.

Attachment: RFQ 21-119 Exhibit A-Citrus Animal Service Scope and Fee 031722 (20080 : RFQ 21-119 Design Services for a New Citrus County

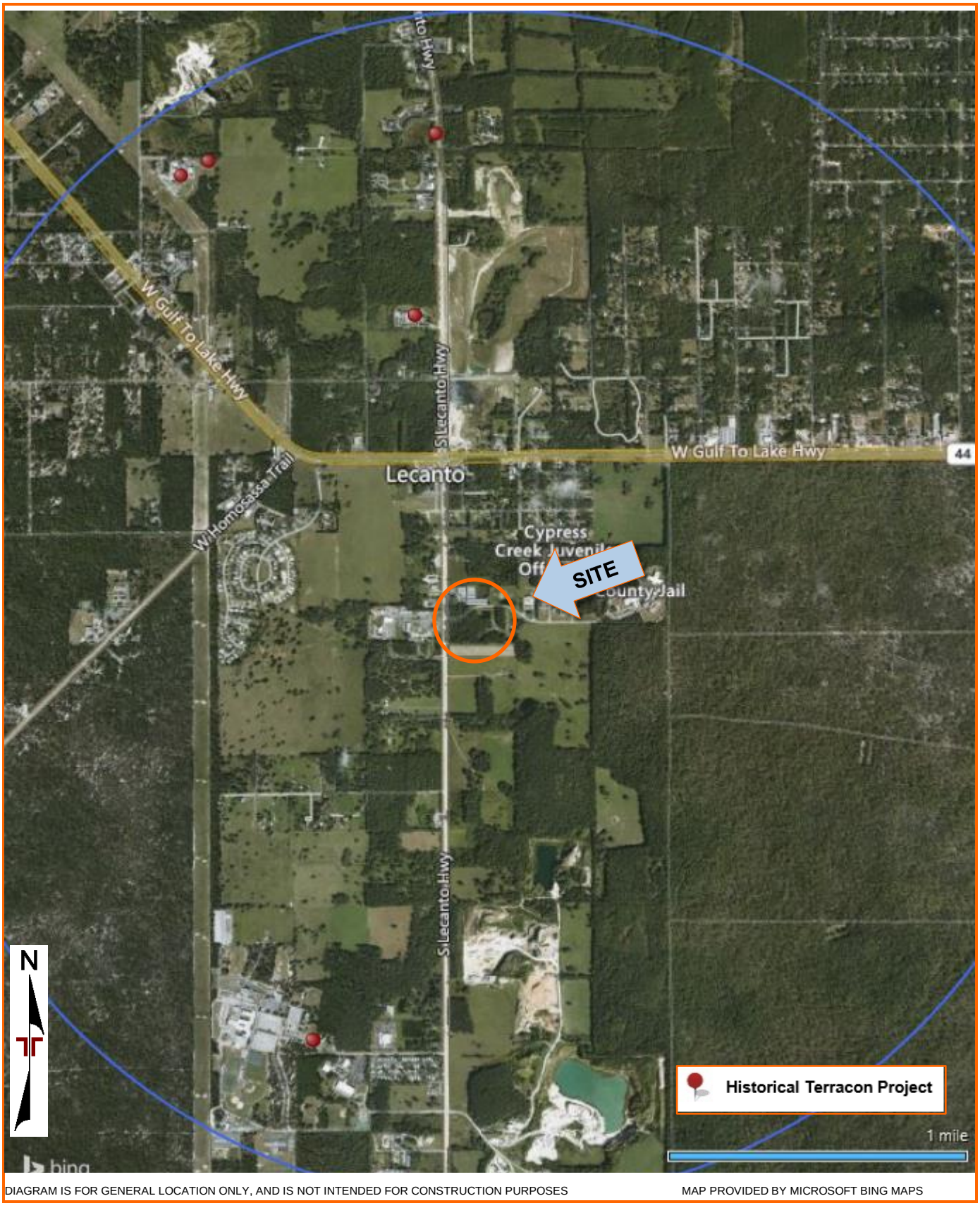


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On January 10, 2021, Staff advertised RFQ 21-025 Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project and received two Qualification Statements. Staff scored the responses and Staff advertised for a public reading of the scores. Based on Staff's scoring of the Responses, it was determined that Mettler-Toledo, LLC was the most qualified, responsive and responsible respondent for the services required by the County.

After negotiations and discussions of the scope of services and cost, Staff desires to award the project to Mettler-Toledo, LLC the RFQ 21-025 Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project at a cost of $464,064.40.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5215-56300	Improve othe	$1,000,000	$0	$0	$1,000,000

Solid Waste CIP-Improve other than Bldg

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mettler-Toledo, LLC to provide construction and services for the Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project.

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

Date 5/27/2021

To: Colleen Scott, Management and Budget Director
Linda Morse, Purchasing and Contracts Manager

From: Henry Norris, Solid Waste Division Director
Through: Randall Olney, PE Public Works Department Director

Subject: RFQ 21-025 Recommended contract award

Based on the results from individual scoring of RFQ 21-025 submittals and presentation I am recommending that Mettler-Toledo LLC be selected as the most qualified, responsive, and responsible proposer and subsequently awarded contract. The landfill project includes scale house upgrades and modernization including unattended automated lane for increased efficiency.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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 send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Landfill Scale infrastructure Upgrade and Modernization
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Solid Waste Management

ACCOUNT NUMBER: 5215-56300 (landfill CIP) **BUDGET AMOUNT:** $500,000.
(Four lines maximum)

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Citrus County is seeking qualified Contractors who can provide all equipment, parts, and installation services for three new scales and a new operating/payment system for the scales at the Citrus County Central landfill. This Request for Qualifications (RFQ) is for qualified Contractors to submit qualifications documenting your experience providing and installing new similar sized scales and implementing the operating system for scales including payment software. Citrus County will select the most qualified Contractor that meets the County's needs and, after selection, will negotiate a price to provide the services and equipment specified below.

REQUESTOR (SIGNATURE) Neil Mares **DATE** 10/9/20

REQUESTOR (PRINT NAME) Neil Mares **DATE** 10/9/20

DIVISION DIRECTOR [signature] **DATE** 10/12/2020

DEPARTMENT DIRECTOR [signature] **DATE** 10/13/2020

MANAGEMENT & BUDGET DIRECTOR [signature] **DATE** 10.14.2020

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

RFQ 21-025 Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Project Approach	Required Forms, Documents and Information	Required Submittals & Completeness of Response	Total
Weight	**20**	**20**	**20**	**20**	**10**	**10**	**100**
Florida Industrial Scale Company	**17.33**	**17.33**	**18.17**	**16.33**	**9.17**	**8.83**	**87.17**
Larry Brock	16.00	16.50	17.00	15.00	10.00	9.50	84.00
Brian Kauffman	19.00	19.00	20.00	19.00	9.00	9.00	95.00
Henry Norris	17.00	16.50	17.50	15.00	8.50	8.00	82.50
Mettler-Toledo LLC	**18.83**	**19.00**	**19.17**	**18.92**	**9.67**	**9.67**	**95.25**
Larry Brock	19.50	19.50	19.50	19.50	10.00	10.00	98.00
Brian Kauffman	19.00	20.00	20.00	20.00	10.00	10.00	99.00
Henry Norris	18.00	17.50	18.00	17.25	9.00	9.00	88.75

PRESENTATIONS			Technical Strength and Support Capability	Project Approach			Total
			10	10			20
Florida Industrial Scale Company			**8.00**	**5.67**			**13.67**
Larry Brock			6.00	5.00			**11.00**
Brian Kauffman			10.00	5.00			**15.00**
Henry Norris			8.00	7.00			**15.00**
Mettler-Toledo LLC			**9.42**	**9.50**			**18.92**
Larry Brock			9.00	9.50			**18.50**
Brian Kauffman			10.00	10.00			**20.00**
Henry Norris			9.25	9.00			**18.25**

	FINAL SCORES
Florida Industrial Scale Company	100.84
Mettler-Toledo LLC	114.17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2022

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
Marsh USA Inc.
325 John H. McConnell Boulevard, Suite 350
Columbus, OH 43215
Attn: columbus.certrequest@marsh.com, fax 212-948-0798

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Columbus.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America, Inc.	24554
INSURER B : Arch Insurance Company	11150
INSURER C : Arch Indemnity Insurance Company	30830
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mettler-Toledo International Inc. and
All of its Divisions and Subsidiaries
1900 Polaris Parkway
Columbus, OH 43240

COVERAGES **CERTIFICATE NUMBER:** CLE-006851335-01 **REVISION NUMBER:** 1

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			US00005996LI21A	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			41CAB1004004 (AOS)	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			41CAB1004104 (MA)	07/01/2021	07/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			SIR: $400,000			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			41WCI1004404 (AOS)	07/01/2021	07/01/2022	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A		44WCI1004504	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			CA,DC,IL,IN,KY,MD,MN,MO,NC,NY			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				OR,PA,TX - SIR: $400,000			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: 230 W Gulf to Lake Hwy., Lancanto, FL 34461, RFQ21-025.

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers is/are included as additional insured (except workers compensation) where required by written contract and allowed by law. Waiver of Subrogation in favor of the certificate holder applies where required by written contract. This insurance 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
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
Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

XL Insurance America, Inc.

BestLink **AMB #: 002423 NAIC #: 24554 FEIN #: 756017952**
Administrative Office
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, 1950
Long-Term Issuer Credit View Definition	
Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 17, 2021
Initial Rating Date:	April 11, 2005
Financial Size Category View Definition	
Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Arch Insurance Company

BestLink **AMB #: 003186 NAIC #: 11150 FEIN #: 430990710**

Administrative Office
Harborside 3 210 Hudson Street Suite 300
Jersey City, New Jersey 07311-1107
United States

Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005
View Additional Address Information

AM Best Rating Unit: AMB #: 058459 - Arch Capital 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, 058459 - Arch Capital 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:	December 10, 2021
Initial Rating Date:	June 30, 1977
Long-Term Issuer Credit View Definition	
Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	October 26, 2004
Financial Size Category View Definition	
Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Arch Indemnity Insurance Company

BestLink **AMB #: 004822 NAIC #: 30830 FEIN #: 391128299**

Administrative Office
Harborside 3 210 Hudson Street Suite 300
Jersey City, New Jersey 07311-1107
United States

Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005
View Additional Address Information

AM Best Rating Unit: AMB #: 058459 - Arch Capital 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, 058459 - Arch Capital 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:	December 10, 2021
Initial Rating Date:	May 22, 1995
Long-Term Issuer Credit View Definition	
Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	October 08, 2008
Financial Size Category View Definition	
Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

CONSTRUCTION AGREEMENT

This Construction Agreement is entered into by the parties this ____ day of _____, 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Mettler-Toledo, LLC, (Contractor).

2.0 Designated Contact Person as to County:
Dan Sherlock, Director
Dept. of Public Works/Solid Waste Management
230 W. Gulf to Lake Hwy
Lecanto, Florida 34461
Phone: 352-527-7670
Fax: 352-527-7672
Email: dan.sherlock@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
William Wilson, Sr. Application Specialist
Mettler-Toledo, LLC
1900 Polaris Parkway
Columbus Ohio 43240
Phone: 614-438-4511
Fax: 614-438-4900
Email: William.wilson@mt.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 Proposal/Compensation
2. Supplement No. 1 - Mettler-Toledo, LLC's Modifications to the Contract
3. Annex A-Warranty
4. Annex B-Insurance

7.0 Duration of Agreement and Commencement of Services: Contractor shall complete the Services within one-hundred and eighty (180) calendar days after start date set forth in the Notice to Proceed issued by County. Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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 the Services or the 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 Amendment.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be at the unit prices noted in Exhibit "A", attached to this Agreement. All work shall be performed and paid for based on actual units of work performed.

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, following the end of a 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, a Partial Consent of Surety, 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", 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 Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors' suppliers, sub-consultants or sub-contractors, Contractor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

11.7 Payments to Sub-contractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each sub-contractor or supplier in proportion to the percentage of the Services completed by each sub-contractor 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 sub-contractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-contractor receives payment from Contractor for labor, services or materials furnished by sub-contractors or suppliers hired by the sub-contractor, the sub-contractor must remit payment due to those sub-contractors or suppliers within seven (7) business days after the sub-contractor's receipt of payment from Contractor.

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 three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Contractor, their sub-consultants and sub-contractors considered necessary by County for a proper audit of project costs.

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 Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment: Once the Services have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

11.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Contractor, which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Contractor shall remit payment to those sub-contractors and suppliers from the retainage.

11.12 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Liquidated Damages: If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **five hundred dollars ($500.00)** for each day that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

13.0 Warranties:

13.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

13.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against 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.

13.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or sub-contractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

14.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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 for a period of five years. 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.

15.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or sub-contractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

15.2 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.

15.3 Automobile Liability: Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

15.4 Workers Compensation and Employer's Liability:

15.4.1 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.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

15.4.2 For any officer of a Contractor that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/employer/owner.

15.4.3 The purpose of this section is to ensure that all contractors, sub-contractors, 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 sub-contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

15.5 Other Insurance Provisions:

15.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

15.5.2 The project's Bid number should be noted on the certificate.

15.5.3 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

15.5.4 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.

15.5.5 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 County, its officials, employees, or volunteers.

15.5.6 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

15.5.7 For all policies of insurance: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

15.5.8 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.

15.5.9 It is Contractor's responsibility to ensure that all sub-contractors comply with these insurance requirements. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

15.5.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

15.5.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

15.5.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. **The cost to register is $19.95**, which is incidental to the contract, 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).

16.0 Indemnification: Contractor 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 contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. 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.

18.0 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.

19.0 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.

20.0 Payment and Performance Bonds:

20.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

20.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver one (1) certified copy of the Bonds as recorded by the Clerk of Court.

20.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

20.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver one (1) certified copy of the amended Bonds, as recorded by the Clerk of Court.

21.0 Additional Terms and Conditions:

21.1 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.

21.2 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.

21.3 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 sub-contractors who are involved in the provision of the Services under this Agreement.

21.4 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.

21.5 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 sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

"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."

21.6 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.

21.7 County and State Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

21.8 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.

21.9 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.

21.10 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.

21.11 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.

21.12 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

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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.

21.13 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).

21.14 Employees, Sub-contractors and Agents: All Contractor employees, sub-contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, sub-contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, sub-contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, sub-contractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its sub-contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

21.15 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.

21.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

21.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-contractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

21.18 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.

21.19 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.

21.20 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.

21.21 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.

21.22 Inspection, Performance, and 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.

21.23 Lawful Claims and Demands: Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor,

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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.

21.24 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.

21.25 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by Bidder who County awards contracts to, 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. Contractor will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractors' 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 and Contractor in hiring assistance.

21.26 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.

21.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or sub-contractors and has not provided a Bid submittal 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 Bid submittal on any public contract.

21.28 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.

21.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its sub-contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

21.30 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

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21.31 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.

21.32 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.

21.33 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.

21.34 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

21.35 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, sub-contractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and sub-contractors. The warranties of this paragraph shall survive the Agreement.

21.36 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.

21.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

21.38 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.

21.39 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

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

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.

22.0 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Petya Vatkarchska Petrova
Printed Name of Witness (1)

Signature of Witness (2)

Alicia Weber
Printed Name of Witness (2)

METTLER-TOLEDO, LLC

BY: _____
T. ALTON HILL - SENIOR VICE PRESIDENT

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of March, 2022, by T. Alton Hill as Senior Vice President, Mettler-Toledo, LLC who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 3rd day of March, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Jeffrey R. Jackson
Commission No.:
Expiration Date:

NOTARIAL SEAL
JEFFREY R. JACKSON
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No Expiration Date
Section 147.03 R. C.
SEAL
STATE OF OHIO

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Exhibit "A"

Project Management





Confidential
February 14, 2022

Prepared For:
Citrus County
Prepared By:
METTLER TOLEDO
Tom Seigler

Vehicle Scale Contract Proposal

METTLER TOLEDO

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

METTLER TOLEDO, North America
Address | 1900 Polaris Parkway, Columbus, OH 43240-4035
Phone | (614) 438-4511
Fax | (614) 438-4900
Internet | www.mt.com

February 14, 2022

Citrus County Board of County Commissioners
Division of Solid Waste Management
PO Box 340
Lecanto, FL 34461-0340

Attention: Linda Morse

Subject: RFQ 21-025, Landfill Scale Infrastructure Upgrade and Modernization Project

Dear Linda,

Thank you for your interest in METTLER TOLEDO products and services. METTLER TOLEDO has been providing high-performance weighing solutions to industrial users for nearly a century. We are a complete weighing, measuring and data integration company, dedicated to providing successful solutions for quality, process and profitability improvement throughout all industries. METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. Our solutions represent a valuable combination of reliability, performance, accuracy and precision. From milligram resolution to freight train capacity, METTLER TOLEDO has an economic solution that will weigh or measure your product quickly, efficiently, and accurately, with the ability to display, print, transmit or manage the information precisely as you desire.

In addition to our complete product offering, we offer the services necessary to seamlessly integrate our products with your existing processes and quality systems, and to keep you in compliance with any regulatory requirements. Our locally based, centrally dispatched field service group possesses the training, expertise and assets necessary to properly install and commission your equipment, as well as maintain it throughout its life. With an appropriate service protection plan tailored to your specific needs, you can expect years of trouble-free performance from your METTLER TOLEDO products.

METTLER TOLEDO vehicle scales are **Designed, Tested, Built and Proven** to be the most dependable vehicle scales and associated & weighing control systems on the market. They will provide you with years of service and maximum up time while delivering the highest possible level of accuracy. You will find that this proposal delivers the lowest Total Cost of Ownership for your operation. Enclosed you will find valuable information that will give you a complete overview on the most advanced truck weighing technology in the world, METTLER TOLEDO's POWERCELL PDX. We appreciate the opportunity to demonstrate our expertise by providing a high value, high-performance weighing solution for your company. We have attached our quotation for your review.

If you have any questions or need additional information regarding this proposal, please contact me directly by phone: (904) 742-3731 or email tom.seigler@mt.com. All of us at METTLER TOLEDO look forward to being of service to you.

Sincerely,
Tom Seigler
Industrial Sales Representative
North Florida & South Georgia
Phone: (904) 742-3731
tom.seigler@mt.com

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

I. Project Overview

1.01 Project Description

Citrus County is expanding and will require three new truck scales and new weighing and ticketing software system for their landfill in Lecanto, FL. An existing client, our goal will be to provide them enough alternatives that will help them make the best decision for the long term interests of their County.

It was also determined that the foundation work associated with the particular installation for a new scale would be part of METTLER TOLEDO's scope.

This document will describe the scope of work and costs.

1.02 Project Deliverables

To meet these requirements METTLER TOLEDO will provide three new TRUCKMATE steel deck vehicle scales which uses the industries most advanced weighing technology, the METTLER TOLEDO POWERCELL PDX network. In addition to providing the weighing system METTLER TOLEDO will undertake the job of building a new foundation to accept the 3rd lane new truck scale. METTLER TOLEDO's project management services will include the oversight of all construction work, hardware installation, start-up, calibration, and operator training. Pricing of equipment is based on an estimated inbound freight rate with crane rental charges included for offloading & setting the scales on their foundations. The specific shipping site would be Citrus County, 230 W Gulf to Lake Hwy., Lecanto, FL 34461. All equipment and services will be provided and in accordance with the enclosed standard product specifications, Scope of Work, Attachments, and Exhibits.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

II. Weighing Devices

2.01 Vehicle Scale System

(a) Qty. (2) METTLER TOLEDO POWERCELL PDX Steel Deck Vehicle Scales #VTS231
- Overall dimensions - 70' (L) x 11' (W) x 14 1/2" (Profile)
- Layout – monolithic platform-three (3 ea.) modules
- POWERCELL PDX load cells - eight (8 ea. per scale)
- Galvanized Side Rails
- One set of service baseplates for the existing foundation
- One set of standard baseplates for the new foundation
- (2) Home run cables - (65 ft.), dual sheath Stainless Steel braided
- Ten (10) year "No Risk" guarantee
- Additional specifications per attached data sheets
- **Qty. (1) METTLER TOLEDO POWERCELL PDX Steel Deck Vehicle Scale #7560**
- Overall dimensions- 60' (L) x 11' (W) x 11 ½" (Profile)
- Layout-monolithic platform-four (4 ea.) modules
- POWERCELL PDX load cells-ten (10ea.)
- Galvanized Side Rails
- One set of service baseplates for the existing foundation
- (1) Home run cable – (131 ft.)
- Miscellaneous
- Raw Material Surcharge

(b) Qty. (3) ADI310 Scoreboards, 4" Digits

(c) Qty. (3) Mettler Toledo Model IND780 Weight Terminals
> POWERCELL PDX
> (2) Serial Ports
> (1) TCP/IP Communications
> (3) Mounting Brackets
> Harsh IP69K Enclosures

(d) New Weighing-Ticketing Software and Unattended Controls
> (3) 30215051 Software DB MS Image Capture (DB stands for DataBridge)
> (1) 30215052 Software DB MS Touch Screen for IND9UT Unattended Device
> (7) 30313081 Software DB MS Database Plug-In
> (3) 30330996 Software DB MS Invoicing
> (1) 3045209 Software AS to DB
> (12) 30454210 Software AS Client to DB MS Client
> (1) 64089008 IN9UT003401323 Unattended Control Device
> (1) 64050167 Pole Mount KOP for Unattended Device
> (1) 64050168 Pole 10' Kit for Unattended Device
> (2) 64051453 Cable, Smartpass, 5 ft., 58-1620-001
> (2) 30097616 Transcore Smart Pass
> (4) 30256110 Cameras, TCP/IP, POE, Hkvision, 3MP
> (1) 30255575 Ethernet Switch, 8 port, POE.3af
> (4) 30430385 Bracket, RFID Reader, Camera Pole Mount
> (4) 64066380 Paper, Thermal Roll, 80 MM, 7.5 " Dia
> (1) 30097616 Credit Card for Invoice Cloud
> (3) 30097616 Gate Controller & Install
> (3) 30097616 Concrete Pads for Gate
> (3) 30097616 Concrete Bollards
> (2) 64069679 SST J-BX W/8 TERM. W/SMARTPASS
> (1) 30097616 Custom RFID Plug In

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

> (2,000) 30097616 EZ go RFID Windshield Tags
> (1) 30097616 Project Management
> (1) 30097616 Remote Install
> (4) 30097616 Install and Train On Site
> Order Handling Charge

2.02 Installation Services for Vehicle Scale System

(a) Qty. (1) METTLER TOLEDO technical services will include: Offloading, setting, leveling and anchoring the scale modules. Wiring and termination of scale's network connections, system start-up, testing and calibration to HB44 standards

2.03 Delivery & Crane Services for Vehicle Scale System

(a) Qty. (1) METTLER TOLEDO freight & crane will include: Delivery to the jobsite location specified in the "PROJECT OVERVIEW" section of this proposal, assisting with offloading, setting, properly aligning and leveling the scale modules on the foundation.

III. Construction Services

3.01 Civil Work

Per METTLER TOLEDO's standard shop drawings METTLER TOLEDO will provide supervision, non-union labor and construction materials to build: For new VTS231, 3rd lane traffic

(a) Saw cut existing asphalt pavement for new 70' x 11' variable pier foundation, piers only
(b) Build (2) 30' approach concrete ramps
(c) Install new baseplates and mount the (3) weighbridge modules on the new foundation

Important Note: Unless otherwise indicated all pricing is based on a level, dirt site which is assumed to possess a minimum uniform soil bearing pressure of 2500 psf. The full range of METTLER TOLEDO's job responsibilities are further described in the following sections titled - Civil & Site Requirements and Project Scope of Work.

3.02 Civil & Site Requirements

(a) Performance
- Foundation will be constructed in accordance with drawings furnished by METTLER TOLEDO.
- Construction to begin as soon as practical after receipt of purchase order and layout of area or as agreed upon by METTLER TOLEDO and the Customer.
- This proposal is based upon the performance of job site work during METTLER TOLEDO's regular working days and regular working hours. If overtime work is performed for any reason other than make-up for delays in progress due to fault on METTLER TOLEDO'S part, Customer agrees to reimburse METTLER TOLEDO the actual labor cost above the rate of regular time for such overtime.

(b) Access
- This proposal is based upon free and unobstructed access to the site and with all electrical power and water necessary for METTLER TOLEDO'S use in performing the work provided by METTLER TOLEDO at the site.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

- If delays are experienced by METTLER TOLEDO in the course of the work, because of any lack or failure to perform Customer's obligation there under, or as a result of others at the site, whether or not they are under contract to Customer, or because of any fault or neglect on Customer's part, Customer agrees to pay METTLER TOLEDO for expenses incurred as a result of these delays.

(c) Concrete and Forms
- All necessary concrete and reinforcing for walls and footings, as well as, concrete for deck and corrugated metal forms for deck, will be provided unless otherwise specified in this Proposal.
- All forms and miscellaneous lumber will be supplied by METTLER TOLEDO, and will remain the property of METTLER TOLEDO.
- A drain will be provided by others (if applicable) through wall or floor of pit for connection to sump pump.
- Laying of additional tile or connection to sewer, etc. is the responsibility of others.
- Others supply sump pump, power and connections, unless otherwise specified.
- Price does not include, unless specified, any removal or replacement of existing asphalt or concrete.

(d) Soil Conditions and Removal
- METTLER TOLEDO will provide all excavation, backfill with excavated materials, and disposal of excess materials on-site.
- Removal of previous foundations, or rock formations and relocation of existing utilities will be considered extra work.
- Saw cutting and demolition of existing paving materials, pre-grading of site and final grading, and repair of paving courses will not be included unless noted and discussed.
- Price is based on firm soil conditions with a minimum soil bearing (see Project Scope of Work).
- If other conditions are encountered, there will be an extra charge.
- The Customer must provide any testing to determine soil capacity.
- If additional fill, additional depth, pilings or other soil preparations must be performed to obtain adequate soil bearing, it will be at the expense of others.

(e) Backfill
- This proposal is based upon the use, as backfill (if done by METTLER TOLEDO), of earth removed during excavation.
- If this earth is not suitable, or if the Customer for any reason requires other backfill, Customer will at his own expense, procure the necessary fill material and deliver it to the job site.
- The Customer will pay for any transportation of soil more than 50 yards from job site.
- Backfill to scale walls does not include any tamping or compacting of earth.
- As much back filling as possible will be done by the applicable while at the job site
- If settling occurs after crew has completed job, it will be the Customer's responsibility to provide additional backfilling.
- Customer will be responsible at his own risk and expense to provide shoring of any structures, roadways, railroad tracks, etc., which may be endangered by the excavation.
- METTLER TOLEDO assumes no responsibility for dangers occurring as a result of failure to adequately protect the same.

(f) Labor
- Price includes all necessary labor for construction of foundation and installation of scale, including traveling and expenses.
- Upon delivery of scale at job site, Customer shall suitably protect equipment and make it accessible for installation by METTLER TOLEDO at his own risk and expense.
- Price is based upon use of nonunion field labor. If use of union labor is necessary, Customer shall reimburse the extra cost to METTLER TOLEDO.

(g) Completion and Delays
- Any time estimate is not a guarantee of completion date and is subject to revision without liability to METTLER TOLEDO.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

- If it becomes necessary in METTLER TOLEDO's judgment to adjust this completion due to production or construction material shortages or for the purpose of orderly reconciliation or conflicts in manufacturing, or job site work scheduling or for other reasons, METTLER TOLEDO may do so without liability.
- It is also understood that METTLER TOLEDO shall not be responsible for any delay or default by reason or causes beyond METTLER TOLEDO's control, including, but not limited to acts of God, acts of public enemy, acts of federal, state, or local government in their various capacities, fires, floods, inclement weather, epidemics, quarantine restriction, strikes, lockouts, embargoes, car shortage, or delays of subcontractors or supplies due to such causes, or by reason of underground soil conditions or destruction.
- METTLER TOLEDO reserves the right to alter prices as a result of any of these conditions.

(h) Utilities
- Security provisions must be made for all switches, outlets and valves to prevent use by unauthorized personnel.
- It will be the Customer's responsibility to provide a "clean" regulated 120 VAC. +/- 10%, single phase, 60 Hz, at the point of instrument location and for all other associated system components requiring power. It shall be a separate line with no other load, no more than 3 ohms resistance to true ground, and no more than 0.1 VAC. between ground and neutral.
- No conduit is included unless otherwise specified, however, a stub out nipple will be provided (if applicable) through the foundation for connection of the home run conduit.

(i) Permits, Insurance, and Taxes
- METTLER TOLEDO carries adequate property damage and Workman's Compensation insurance to cover activities while working on Customer's premises.
- Customer shall be responsible for obtaining and paying for necessary building permits.
- Any bonds, city, state or federal taxes must be added to the quoted price.

(j) Pricing Revisions
- Price is subject to review and revision if requirements change before installation is completed.
- Foundation and/or installation price is subject to review and revision if scale is to be located in or under an existing structure of any type.
- This quotation is effective for a period of thirty days.
- METTLER TOLEDO reserves the right to review and revise this quotation in accordance with prices in effect at that time.
- Any expenses incurred, as a result of changing specifications or requirements, will be added to the quoted price.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

IV. Project Scope of Work

4.01 Commercial Preparation

Description	Responsible party	Notes/Comments
Project management	MT	
Permits, licenses, insurance and bonding	NA	
Pre-pour site inspections and approvals	NA	
Concrete testing	NA	
Soil bearing pressure tests / reports	NA	
Site layout drawings (if required)	NA	
Standard METTLER TOLEDO shop drawings	MT	
State architectural stamped drawings (if required)	NA	
Project schedule & coordination	MT	
Union labor	NA	

4.02 Foundation Construction

Description	Responsible party	Notes/Comments
Site earthwork / grading (if required)	NA	
Removal of buried obstructions (rock, foundations etc.)	NA	
Soils work to establish minimum required bearing capacity	NA	
Locate scale & mark station points	Owner	
Provide elevation & establish benchmarks	Owner	
Locate underground utilities	Owner	
Saw or jackhammer existing surface course	MT	
Handling & disposal of any contaminated soils	NA	
Excavation	MT	
Build foundation per standard METTLER TOLEDO shop drawing	MT	
Provide & place stone if required	NA	
Provide & place rebar for foundation	MT	
Provide & place foundation steel in-beds	MT	
Provide & place foundation concrete	MT	
Broom finish	MT	
Concrete curing as appropriate to conditions	MT	
Post and concrete foundation for mounting peripherals	MT	
Backfill with excavated earth, not compacted	NA	
Removal and disposal of excess spoils	Owner	
Asphalt or concrete patching of disturbed areas	NA	
Verify that all foundation dimensions are within tolerance	MT	

4.03 Weighing Device Installation

Description	Responsible party	Notes/Comments
Supply crane to unload and install scale	MT	
Offload and locate scale modules on foundation base plates	MT	
Properly center on foundation and level with approaches	MT	
Locate, align, drill and anchor base plates	MT	
Install POWERCELL PDX load cells	MT	
Pull and terminate load cell network cables	MT	
Pull home-run scale signal cable	MT	

Install, adjust and tighten checking	MT	
Install all gap and side covers	MT	
Install METTLER TOLEDO guide-rails as applicable	MT	
Terminate all signal wiring; indicator/printer/PC/scoreboard	MT	
Install lightning protection system and accessories	MT	
Power-up system, test and calibrate to HB44 standards	MT	

4.04 Utility Work

Description	Responsible party	Notes/Comments
Conduit run for scale signal cable	Owner	
Additional conduit runs for automated system interface	Owner	
All electrical power requirements, wiring and terminations	Owner	
Provide & install sump pump	NA	
Drain line to daylight or sleeve for pump outlet	NA	

4.05 Concrete Deck Requirements (Concrete Deck Versions Only)

Description	Responsible party	Notes/Comments
If required, shore modules prior to concrete being poured	NA	
Fill modules with 4000 PSI fiber reinforced concrete per METTLER TOLEDO factory specifications	NA	
Confirm test cylinders are poured and properly stored on site	NA	
Concrete curing appropriate to weather / conditions	NA	
Conduct cylinder tests	NA	

4.06 DataBridge MS Weighing and Ticketing Installation and Training

Description	Responsible party	Notes/Comments
Conversion of Ticket Data, Remote install of Base License	MT	w/ CC IT
Onsite setup testing of DataBridge MS and unattended devices, communications check	MT	w/ CC IT, Staff
Training users and IT on use of system onsite	MT	w/ CC Staff
Sand Box Testing	Owner	
Go Live	Owner	TBD per owner

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

V. Project Pricing

5.01 Pricing Schedule

Section	Description	Price Estimate
2.01	Vehicle Scale System	$398,179.40
2.02	Installation Services for Vehicle Scales	$18,020.00
2.03	Delivery & Crane Services for Vehicle Scales	$18,100.00
3.01	Civil Work	$29,765.00
		$464,064.40

5.02 Available Life Cycle Services

Quantity	Description	Price Estimate
1 ea.	Annual PM & calibration services (see attached copy of agreement for details) • Reduce risk by providing assurances of accurate weight • Maintains equipment integrity & extends the useful life of the scale • Diminish the threat of down-time from unexpected mishaps	In Place
		$0.00

5.03 Project Time Lines: 1. Delivery 10-12 weeks after your order's acceptance 2. Foundation, approach construction 1-2 weeks 2. Installation, calibration 1-2 days per scale M-F

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

VI. Acceptance

This Proposal/Agreement, together with any Attachments, Exhibits and external references which are incorporated herein by this reference, constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. If you are in agreement with this Proposal/Agreement, please acknowledge your agreement by signing below.

Citrus County, Florida
PO Box 340
Lecanto, FL 34461-0340

PO#_____

Authorized Representative:_____

Signature: _____

Title:_____ Date:_____

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

Supplement No. 1 – Mettler-Toledo, LLC's Modifications to the Contract resulting from the Request for Qualifications ("RFQ") dated January 10, 2021 –
Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project

This Supplement No.1 is part of Mettler-Toledo, LLC's ("**Contractor**") offer in response to Request for Qualifications dated **January 10, 2021** ("**RFQ**") for Citrus County, Florida (the "**County**") to furnish and install three new scales and a new operating/payment system for the Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project.

Whereas, this Supplement No. 1 amends the RFQ documents including the general terms and conditions (together known as "Agreement") and shall supersede all provisions of the Agreement that conflict with this Supplement No. 1 or address the same topics that are addressed in this Supplement No.1. All other provisions of the Agreement shall remain in full force and effect.

Contractor will perform scope of work in accordance with Contractor's quotation.

In addition to the warranties in **Annex A**, Contractor warrants that, under normal use, the equipment will be free from defects for twelve (12) months from date of original installation or 18 months from date of shipment, whichever occurs first. Contractor also warrants that services will be performed in a workmanlike manner consistent with industry standards for 30 days. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Within the standard warranty period, the County must notify Contractor promptly when a problem arises so Contractor can resolve the issue. If a warranty issue arises, Contractor will have the option to require either a refund of the purchase price or correct the defect and provide replacement parts and labor free of charge to the County.

Contractor's total liability will not exceed the greater of: (a) three times (3x) the total amount of the Contract resulting from the RFQ or $2,000,000 which equals Contractor's primary commercial liability insurance policy amount, and the parties agree that this limitation will not cause this agreement to fail in accomplishing its essential purpose. **Neither the County nor Contractor will be responsible to the other or any third party for any type of consequential, indirect, punitive or similar damages.**

A certificate of insurance indicating the details of insurances and respective coverages maintained by Contractor is attached herewith as **Annex B**. Contractor may meet the insurance requirements set out in the Agreement, through any combination of primary and excess/umbrella policies.

The sale and performance of County hereunder will in no way transfer drawings, or other intellectual property of Contractor. Contractor agrees to comply with the laws, ordinances and standards in force from time to time, which are applicable to the delivery of products or performance of services by Contractor.

Both the parties agree that the terms of the Agreement thereafter shall be governed in accordance with laws of such State of United States wherein the products or services are to be delivered.

Mettler-Toledo, LLC ("MT/Contractor")

Signature

T. ALTON HILL - SENIOR VICE PRESIDENT

Citrus County, Florida ("County")

Signature

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

ANNEX "A"

10/5 YEAR WARRANTY

The Industry's Most Powerful Warranty

POWERCELL® PDX® Truck & Railroad Scales

Included Models: VTC101, VTS101, VTC191, 7360, 7560, 7563, 7531, 7541

This warranty applies to the METTLER TOLEDO truck and railroad scales above equipped with POWERCELL® PDX® load cells. METTLER TOLEDO warrants that the equipment listed above will be free from failure resulting from defects in workmanship and materials for a period of ten (10) years from date of installation, or one hundred and twenty-two (122) months from date of shipment to the Buyer, whichever occurs first. This includes the full coverage provided by our StrikeShield™ Lightning Protection.

1) The Warranty includes POWERCELL PDX load cell system and load cell cables for 10 years.
2) The Warranty includes scale weighbridge for the first 5 years. Weighbridge mechanical wear parts, load cell receivers, and checking systems including bumpers, check rods, and pins must be serviced to the scale manual recommendations. Any METTLER TOLEDO digital terminals that are supplied with and are connected to the vehicle scale are only covered in years 6 -10 solely for failure due to a lightning strike (power surge).
3) Should any such defect occur within the warranty period, the Warranty shall cover, at METTLER TOLEDO's option: (i) 100% coverage of repair parts, labor and travel time, and mileage from the closest authorized service location during METTLER TOLEDO normal work periods, or (ii) replacement of the product. Recalibration of the vehicle scale, if required, after warranty repairs are made is included. Recalibration of the rail sale is included when necessary, after warranty repairs are made, but recertification of the scale is not included.
4) Lightning strikes are covered for all the above Models for the 10 year term of this Warranty under our StrikeShield Lightning Protection. Should any lightning damage occur to METTLER TOLEDO supplied electronic scale parts and terminals during the Warranty period, METTLER TOLEDO will furnish necessary replacement parts, labor and travel time, and mileage from the closest service location. Recalibration of the scale, when necessary, after warranty repairs are made, is included. Ground wiring must be completed to installation specifications in order for the Warranty to be valid.
5) Printers, Scoreboards, non-METTLER TOLEDO Indicators, or any other peripheral equipment, as well as any damages done to METTLER TOLEDO equipment as a result of these peripherals, are not covered by this Warranty. Terminal damage as a result of the serial COM port failure due to a peripheral will not be covered. Warranty terms for Printers, Scoreboards, and other peripheral Equipment are covered under terms and conditions of sale for such Equipment.
6) The protections of the Warranty shall apply provided that the equipment is installed to METTLER TOLEDO specifications by an authorized METTLER TOLEDO technician and Buyer maintains a service agreement with an authorized METTLER TOLEDO Service Representative for semi-annual preventive maintenance/inspection services during the term of the Warranty.
7) Work provided under the foregoing warranties during other than normal METTLER TOLEDO work periods is subject to charges for premium time.

FURTHER, METTLER TOLEDO EXPRESSLY WARRANTS THE PRODUCTS COVERED HEREIN SOLELY AS SET FORTH ABOVE. METTLER TOLEDO DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT WILL METTLER TOLEDO BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

PLEASE CONSULT THE TERMS AND CONDITIONS OF YOUR METTLER TOLEDO SALES ORDER FOR COMPLETE WARRANTY COVERAGE DETAILS. WARRANTY REGISTRATION PAPERWORK WILL BE REQUIRED FOR PRODUCT VALIDATION AND TECHNICAL SUPPORT.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

ANNEX "A"



The Industry's Most Powerful Warranty

POWERCELL® PDX® Truck & Railroad Scales

Included Models: VTC221, VTS231, 7566, VRS241

This warranty applies to the METTLER TOLEDO truck and railroad scales above equipped with POWERCELL® PDX® load cells. METTLER TOLEDO warrants that the equipment listed above will be free from failure resulting from defects in workmanship and materials for a period of ten (10) years from date of installation, or one hundred and twenty-two (122) months from date of shipment to the Buyer, whichever occurs first. This includes the full coverage provided by our StrikeShield™ Lightning Protection.

1) The Warranty includes POWERCELL PDX load cells system, load cell cables, scale weighbridge for 10 years and any METTLER TOLEDO digital terminals that are supplied with and are connected to the vehicle scale for 5 years.
2) Weighbridge mechanical wear parts, load cell receivers, and checking systems including bumpers, check rods, and pins must be serviced to the scale manual recommendations. METTLER TOLEDO supplied digital terminals are additional covered in years 6 -10 solely for failure due to a lightning strike (power surge).
3) Should any such defect occur within the 10 year warranty period, the Warranty shall cover, at METTLER TOLEDO's option: (i) 100% coverage of repair parts, labor and travel time, and mileage from the closest authorized service location during METTLER TOLEDO normal work periods, or (ii) replacement of the product. Recalibration of the vehicle scale, if required, after warranty repairs are made, is included. Recalibration of the rail sale is included, when necessary, after warranty repairs are made, but recertification of the scale is not included.
4) Lightning strikes are covered for all the above Models for the term of this Warranty under our StrikeShield Lightning Protection. Should any lightning damage occur to METTLER TOLEDO supplied electronic scale parts and terminals during the Warranty period, METTLER TOLEDO will furnish necessary replacement parts, labor and travel time, and mileage from the closest service location. Recalibration of the scale, when necessary, after warranty repairs are made is included. Ground wiring must be completed to installation specifications in order for Warranty to be valid.
5) Printers, Scoreboards, non-METTLER TOLEDO Indicators, or any other peripheral equipment, as well as any damages done to METTLER TOLEDO equipment as a result of these peripherals, are not covered by this Warranty. Terminal damage as a result of the serial COM port failure due to a peripheral will not be covered. Warranty terms for Printers, Scoreboards, and other peripheral Equipment are covered under terms and conditions of sale for such Equipment.
6) The protections of the Warranty shall apply provided that the equipment is installed to METTLER TOLEDO specifications by an authorized METTLER TOLEDO technician and Buyer maintains a service agreement with an authorized METTLER TOLEDO Service Representative for semi-annual preventive maintenance/inspection services during the term of the Warranty.
7) Work provided under the foregoing warranties during other than normal METTLER TOLEDO work periods is subject to charges for premium time.

FURTHER, METTLER TOLEDO EXPRESSLY WARRANTS THE PRODUCTS COVERED HEREIN SOLELY AS SET FORTH ABOVE. METTLER TOLEDO DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT WILL METTLER TOLEDO BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

PLEASE CONSULT THE TERMS AND CONDITIONS OF YOUR METTLER TOLEDO SALES ORDER FOR COMPLETE WARRANTY COVERAGE DETAILS. WARRANTY REGISTRATION PAPERWORK WILL BE REQUIRED FOR PRODUCT VALIDATION AND TECHNICAL SUPPORT.

Attachment: 4-12-22 RFQ 21-025 Agenda Docs (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-

ACORD®

ÝÛÎ Ì ıÚıÝßÌÛ ÑÚ ÔıßÞıÔıÌÇ ıÒÍËÎ ÎßÒÝÛ

ÜßÌÜ ø ÓÓ ß ÜÜß ÇÇÇ÷
03/30/2022

ÌØıÍ ÝÛÎ Ì ıÚıÝßÌÛ ıÍ ıÍÍËÛÜ ßÍ ß ÓßÌÌÛÎ ÑÚ ıÒÚÑÎÓßÌıÑÒ ÑÒÔÇ ßÒÜ ÝÑÒÚÛÎÍ ÒÑ Î ı ÙØÌÍ ËÐÑÒ ÌØÛ ÝÛÎ Ì ıÚıÝßÌÛ ØÑÔÜÜÛÎ ÌØ ÌØÍ ÝÛÎ Ì ıÚıÝßÌÛ ÜÑÛÍ ÒÑÌ ßÚıÎÔÛÇ ÑÎ ÒÛÙßÌ ıÊÛÔÇ ßÓÛÒÜß ÛÈÌÛÒÜ ÑÎ ßÔÌÛÎ ÌØÛ ÝÑÉÛÎßÙÙ ßÚıÑÑÎÜÛÙ ÞÇ ÌØÛ ÐÑÔ ıÝ ÛÎ ÞÛÔÑÉ ÌØıÍ ÝÛÎ Ì ıÚıÝßÌÛ ÑÚ ıÒÍËÎÎßÒÝÛ ÜÑÛÍ ÒÑÌ ÝÑÒÍ ıÌËÌÜ ß ÝÑÒÌ ÎßÝÌ ÞÛÌÉÛÔÛÒ ÌØÛ ıÍÍËıÒÙ ıÒÍËÎÛÎ ø Í÷ ßËÌØÑÎ ıÆÛÜ ÎÛÐÎÛÍÛÒÌßÌıÊÛ ÑÎ ÐÎÑÜËÝÛÎ ß ÙØÌ ÌØÛ ÝÛÎ Ì ıÚıÝßÌÛ ØÑÔÜÜÎ

ıÓÐÑÎÌßÒÌ ¤ ×º ¬ ¸» ½»®¬º·½¿¬» ¸±´¼»® ·- ¿² ßÜÜıÌıÑÒßÔÔ ıÓÍËÎÎÛÜß ¬ ¸» °±´·½§ø·»-÷ ³ «-¬ ¸¿ª» ßÜÜıÌıÑÒßÔ ıÒÍËÎÎÛÜ °®±ª·-·±²- ±® ¾» »²¼±®-»¼ô ×º ÍËÞÎÑÙßÌıÑÒ ıÍ É ßıÊÛÜß ô -«¾¶»½¬ ¬± ¬ ¸» ¬»®³ - ¿²¼ ½±²¼·¬·±²- ±º ¬ ¸» °±´·½§ô ½»®¬¿·² °±´·½·»- ³ ¿§ ®»¯«·®» ¿² »²¼±®-»³ »²¬ ß -¬¿¬» ³ »²¬ ±² ¬ ¸·- ½»®¬·º·½¿¬» ¼±®-»³ ¬± ¬ ¸» ½»®¬·º·½¿¬» ¸±´¼»® ·² ´·»« ±º -«½¸ »²¼±®-»³ »²¬ ¸·- ½»®¬·º·½¿¬» ¼±®-÷ô

ÐÎÑÜËÛÎ Marsh USA Inc. 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215 Attn: columbus.certrequest@marsh.com, fax 212-948-0798	ÝÑÒÌßÝÌ ÓßÒÜ¤ .. ÐØÑÒÜ ¤ßßîÝô Q±ô Ü¨¬÷¤ ÜßÈ ¤ßßîÝô Ò±÷¤ ÚıÓßıÔ ßÜÜÎÛÎ¤ Columbus.CertRequest@marsh.com

ıÒÍËÎÛÎ ß ¤ XL Insurance America, Inc.	24554
ıÒÍËÎÛÎ Þ ¤ Arch Insurance Company	11150
ıÒÍËÎÛÎ Ý ¤ Arch Indemnity Insurance Company	30830
ıÒÍËÎÛÎ Ü ¤	
ıÒÍËÎÛÎ Û ¤	
ıÒÍËÎÛÎ Ú ¤	

ıÒÍËÎÛÜ
Mettler-Toledo International Inc. and
All of its Divisions and Subsidiaries
1900 Polaris Parkway
Columbus, OH 43240

ÝÑÊÛÎßÙÙÍ ÝÛÎ Ì ıÚıÝßÌÛ ÒËÓÞÛÎ¤ CLE-006851335-05 ÎÛÊıÍÑÒ ÒËÓÞÛÎ¤ 5

ÌØıÍ ıÍ ÌÑ ÝÛÎ Ì ıÚÇ ÌØßÌ ÌØÛ ÐÑÔıÝıÛÍ ÑÚ ıÒÍËÎßÒÝÛ Ô×Í ÙÜ ÞÛÑÊ ØßÊÛ ÞÛÛÒ ıÍÍËÛÜ ÌÑ ÌØÛ ıÒÍËÎÛÙÜ ÒßÓÛÙÜ ßÞÑÊÛ ÚÑÎ ÌØÛ ÐÑÔıÝÇ ÐÛÎıÑÜ ıÒÜıÝßÌÛÜ ÒÑÌÉıÌØÍÌßÒÜıÒÙ ßÒÇ ÎÛıÏËıÛÒÛÙÛÎ ÌÛÎÔÑÎ ÝÑÒÍ ßÜÜ ıÒÍËÎÛÎ ÙÑÛÙßÌÛÜ ÞÇ ÌØÛ ÐÑÔıÝÇ ÐÛÎıÑÜ ÛÑÝËÛÎÛÙÜ ÉıÌØ ÎÛıÏËıÛÒÛÙÛÎ ÍÛÎÌßÒÔÇ ÐÛ ıÍÍËÜÜ ÑÎ ÓßÇ ÐÛÎÍÑÒÜıÒÙ ßÞÑÊÛ ÞÛÛÒ ÎÛÙÜÔßÌÛÜ ÞÇ ÌØÛ ÐÑÔıÝÇ ÜÛÍÝÎÍÞÜÛ ØÛÎÛÒ ıÍ ßßÔ ÌØÛ ÌÛÎÔÓÍ ÛÑÝÑÛÜÛÎ ÍÛÎÌßÒÔÇ ÐÛ ÐÑÔıÝÇ ÐÛÎıÑÜ ÛÑÝËÛÜ ÞÇ ÐßıÜ ÝÛÎÍÑÒ ßÜÜ ıÒÍËÎßÒÝÛ ßÚÚÑÎÜßÞÔÛ ÌÑ ÌØÛ ÐÑÔıÝÇ ÐÛÎıÑÜ ÛÑÝËÛÜ ÞÇ ÐßıÜ ÝÛÎÍÑÒ ßÜÜ ÍÛÎÌßÒÔÇ Ð

Attachment: COI -Scanned (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

(Blanket wording option)

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.) Policy Number: 41CAB1004004

Named Insured: METTLER-TOLEDO, LLC

Endorsement Effective Date: 7-1-21

ENDORSEMENT #017

This endorsement, effective 12:01 a.m., July 01, 2021, forms a part of Policy No. US00005996LI21A issued to Mettler-Toledo International Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910
07/08/21 / DB

© 2010 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

Attachment: COI -Scanned (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC)

POLICY NUMBER: US00005996LI21A

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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):
Any person or organization that your are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.
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.

© Insurance Services Office, Inc., 2018

Attachment: COI -Scanned (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41WCI1004404

Named Insured: METTLER-TOLEDO, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-21

Attachment: COI -Scanned (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

POLICY NUMBER: 41WCI1004404

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

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 07/01/2021 Policy No. 41WCI1004404 Endorsement No.

Insured METTLER-TOLEDO, LLC Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 06-17-21 Countersigned By _____

WC 00 03 13
(Ed. 4-84)
© 1983 National Council on Compensation Insurance.

Attachment: COI -Scanned (20179 : RFQ 21-025 CC Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**April 12, 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.

State Attorney - Allocate funds for consulting fees for CIP for changes and added custom features to case tracking system.

Solid Waste (2) - Allocate funds into the proper account and to cover additional vehicle maintenance.

Utilities (2) - Allocate funds to cover higher than anticipated engineering design fees for Old Homosassa Phase V and Independence to Lakeview projects.

CARES Act Funding - Allocate funds to develop Comprehensive Plan Amendment and Land Development Code updates for the CR 486 Interchange Management Area.

Housing - Allocate funds into the proper account to better serve clients.

Transit - Allocate funds needed due to the increased cost of goods and for the replacement of ice machine.

Gas Tax - Allocate funding for the geo-tech cores and reports required for the FDOT Small County Outreach Program (SCOP) Dunkenfield Ave. grant project.

Emergency Medical Services - Allocate funds for the construction of an awning and security fence behind the logistics building to store large oxygen cylinders.

Aviation (2) - Allocate funds for repairs and additional expenses at the Inverness and Crystal River Airport.

Visitors & Convention Bureau - Allocate funds to cover Madden Media Management

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 the State Attorney, Solid Waste (2), Utilities (2), CARES Act, Housing, Transit, Gas Tax, Emergency Medical Services, Aviation (2) and Visitors & Convention Bureau for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

March 4, 2022 — **Date**

093 — **Fund Number**

Article V Technology — **Fund Title**

Dept/Office/Division: State Attorney

Department Number	Account Number	From Amount	To Amount	Account Title
5703-602	55500	1,320		Training
5703-602	53400		1,320	Other Contractual Services

Detailed Reason for Transfer:

Consulting fees to CIP for changes and added custom features to our case tracking system STAC.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: Date: 3·7·202

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 3, 2022 — **Date**

401 — **Fund Number**

Landfill — **Fund Title**

Dept/Office/Division: Public Works/Solid Waste Mgmt.

Department Number	Account Number	From Amount	To Amount	Account Title
5212	53100	18,000		Professional Services
5212	59100		18,000	Transfers

Detailed Reason for Transfer:

These funds were put into the incorrect account in FY2021.22. Per the Clerk's Office all Engineering services billed back to Solid Waste must be booked to account 59100.

Division Approval: Dan Sherlock — Date: 3/3/22

Department/Office Approval: Brian K — Date: 3/9/22

Management & Budget Approval: Cpcott — Date: 3.9.2022

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 28, 2022	401	Landfill/Recycling
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5218	53400	2,500		Contractural Services
5218	54603		2,500	Vehicle Maintenance

Detailed Reason for Transfer:

These reallocated funds are needed to cover additional vehicle maintenance that is needed.

Division Approval: Dan Sherlock Date: 2/28/22

Department/Office Approval: Date: 3/4/2022

Management & Budget Approval: Date: 3.7.202

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 3, 2022	450	Operating
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	56300	300,000		Impr o/t Buildings
9000	59100		300,000	Transfers

Detailed Reason for Transfer:

CIP U2022-11 Old Homosassa Phase V project, engineering design came in higher than grant allocated amount. Transfer funds from operating (project US 19 County Line Road excess) into the grant fund 450Q to cover expenses.

Division Approval: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2022.03.07 07:56:22-05'00' Date:

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2022.03.07 13:29:09 -05'00' Date:

Management & Budget Approval: Date: 3.7.2022

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 4, 2022	451	Water Conn Fees
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9600	60080	4,635		Reserves
9600	53100		4,635	Professional Services

Detailed Reason for Transfer:

CIP U2022-02 Independence to Lakeview's engineering PO 82642 needs to be increased, as the line must be rerouted.

Division Approval: Christina Malmberg — Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2022.03.07 07:16:06-05'00' — Date:

Department/Office Approval: Ken Cheek — Digitally signed by Ken Cheek Date: 2022.03.07 13:28:15 -05'00' — Date:

Management & Budget Approval: cpeott — Date: 3 7 2022

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 7, 2022 — **Date**

002H — **Fund Number**

CARES Act Funding — **Fund Title**

Dept/Office/Division: CARES Act Funding

Department Number	Account Number	From Amount	To Amount	Account Title
2100H	61000	194,210		Reserve Budget Fund Balance
2100H	53100		194,210	Professional Services

Detailed Reason for Transfer:

The budget transfer will allocate funds for professional services to develop Comprehensive Plan Amendment and Land Development Code updates for the County Road 486 Interchange Management Area.

Division Approval: *Prepared by Management & Budget* Date: 03/07/202

Department/Office Approval: *Prepared by Management & Budget* Date: 03/07/202

Management & Budget Approval: cpratt Date: 3.9.20

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 12, 2022	133V	SHIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	53400	26,837		OTHER CONTRACTUAL SERVICES
5304V	54630		26,837	STRATEGY - EMER REPAIRS

Detailed Reason for Transfer:

Reallocate Other Contractual Services funds to Strategy - Emergency Repairs to better serve our clients.

Division Approval: Michelle Albert Date: 3/11/2022

Department/Office Approval: Maureen Reding Date: 3/11/2022

Management & Budget Approval: cpeatt Date: 3.14.2022

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 15, 2022 — **Date**

068X — **Fund Number**

TD Trip & Equipment — **Fund Title**

Dept/Office/Division: Transit Services/Community Services

Department Number	Account Number	From Amount	To Amount	Account Title
5413X	55120		500	OFFICE NON CAPITAL OFFICE EQUIPME
5413X	54615	500		SOFTWARE MAINTENANCE

Detailed Reason for Transfer:

The budget for Non-Capital Office Equipment needs to be adjusted due to the increased cost of goods and the replacement of the driver's room ice machine.

Division Approval: _____ Date: _____

Department/Office Approval: _____ Date: _____

Management & Budget Approval: cpratt Date: 3·15·202

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 15, 2022	326	Transportation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Gas Tax - 5 Year Capital Projects

Department Number	Account Number	From Amount	To Amount	Account Title
4110	61000	10,000		Reserve Cash Forward
4110	53100		10,000	Professional Services

Detailed Reason for Transfer:

This budget transfer will allocate funding for the geo-tech cores and reports required for the FDOT Small County Outreach Program (SCOP) Dunkenfield Avenue grant project.

Division Approval: Brian Kaff Date: 3/16/22

Department/Office Approval: Brian Kaff Date: 3/16/22

Management & Budget Approval: cpatt Date: 3.21.202

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 17, 2022 — **Date**

480 — **Fund Number**

Emergency Medical Services — **Fund Title**

Dept/Office/Division: Emergency Medical Services

Department Number	Account Number	From Amount	To Amount	Account Title
4180	55120	8,000		Office/Non-Cap Equipment
4180	56300		8,000	Improvements Other Than Bldg

Detailed Reason for Transfer:

Reallocate unused funds for the construction of an awning and security fence behind logistics building to store the large oxyge cylinders once they are removed from the old Nature Coast EMS bldg. Tanks must be kept on ground-level.

Division Approval: Date:

Department/Office Approval: Date: 3/18/202

Management & Budget Approval: Cpiott Date: 3·18·2(

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 21, 2022 — **Date**

072D — **Fund Number**

CRRSAA Grant — **Fund Title**

Dept/Office/Division: Aviation

Department Number	Account Number	From Amount	To Amount	Account Title
5780D	54604	13,000		Maintenance Building
5780D	54605		8,423	Equipment Maintenance
5780D	53409		2,304	Contractual Services Mowing
5780D	54300		710	Utility Services
5780D	54600		1,563	Repair & Maintenance

Detailed Reason for Transfer:

Adjust budget for expenses at Inverness Airport.

Division Approval: *Prepared by Management and Budget* Date: 03/21/202

Department/Office Approval: *Prepared by Management and Budget* Date: 03/21/202

Management & Budget Approval: cpratt Date: 3.23.2

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 21, 2022 — **Date**

073E — **Fund Number**

CRRSAA Grant — **Fund Title**

Dept/Office/Division: Aviation

Department Number	Account Number	From Amount	To Amount	Account Title
5781E	54604	23,000		Maintenance Building
5781E	54605		23,000	Equipment Maintenance

Detailed Reason for Transfer:

Adjust budget for repairs to generator at Crystal River Airport.

Division Approval: *Prepared by Management and Budget* Date: 03/21/202

Department/Office Approval: *Prepared by Management and Budget* Date: 03/21/202

Management & Budget Approval: cpcott Date: 3.23.2

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 17, 2022	160	Tourism
Date	Fund Number	Fund Title

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	54820	6,000		Visit Citrus Magazine
2122	53400		6,000	Other Contractual Services

Detailed Reason for Transfer:

Transfer $6,000 from 54820 (visit citrus magazine) to 53400 (other contractual services) for PO 83014 Line 1 for Madden Media Management.

Division Approval: Date: 3-17-22

Department/Office Approval: Date: 3/21/22

Management & Budget Approval: Date: 3.23.22

Board Approval:

Attachment: BT041222 (20198 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenues are not included in the original budget.

Amend - Old Homosassa Septic to Sewer grant budget.

Adopt - Small County Outreach Program (SCOP) resurfacing of Forest Ridge Blvd grant budget, Library Services Technology Act - Mobile Maker Space project grant budget and Montezuma Waters Special Assessment budget.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution amending/ adopting Old Homosassa Septic to Sewer, Small County Outreach Program Forest Ridge resurfacing project, Library Services Technology Act - Mobile Maker Space project grant budgets and Montezuma Waters Special Assessment budget for fiscal year 2021-22.

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2021-22 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2021-2022 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Citrus County desires to amend fiscal year 2021-2022 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 12th day of April 2022, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 04-12-22res (20190 : Budget Resolution)

Department of Management & Budget
3600 W. Sovereign Path – Suite 266, Lecanto, FL 34461
(352) 527-5207 – FAX (352) 527-5219

MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Colleen Scott, Director
Department of Management and Budget

DATE: April 12, 2022

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend Old Homosassa Septic to Sewer grant budget providing funds to construct a municipal sanitary sewer system as approved by the Board of County Commissioners on September 28, 2021.

2. Adopt Florida Department of Transportation Small County Outreach Program (SCOP), resurfacing Forest Ridge Blvd from CR 486 to W. Lake Beverly Dr. as approved and executed by the Board of County Commissioners on January 4, 2022.

3. Adopt Library Services Technology Act - Mobile Maker Space Project grant which provides funding used to purchase equipment and supplies as approved and executed by the Board of County Commissioners on February 8, 2022.

4. Adopt Montezuma Waters Special Assessment budget recording the assessments received and the expenditures associated with the special assessment.

Attachment: 04-12-22res (20190 : Budget Resolution)

Exhibit A

450Q SW SURFACE WATER REST &WW

Amendment #		Account Number	Account Description	Amount
1	Revenues	450Q-334359	OTHER SEWER/WW GRANTS	$3,950,000
1		450Q-334399	STATE GRANT OTHER PHY ENV	($3,950,000)
1		450Q-381450	TRANSFER - UTILITIES	$300,000
			Total Revenues	$300,000
1	Expenditures	450Q-9000Q-53100	PROFESSIONAL SERVICES	$300,000
			Total Expenditures	$300,000

007E SCOP FOREST RIDGE BLVD

Amendment #		Account Number	Account Description	Amount
2	Revenues	007E-334490	ST GRANT - OTHER TRANSP	$1,086,554
2		007E-381326	TRANSFER- 326 GAS TAX	$478,492
			Total Revenues	$1,565,046
2	Expenditures	007E-5767E-56300	IMPROVE OTHER THAN BLDG	$1,565,046
			Total Expenditures	$1,565,046

007W SCOP FOREST RDG-CR486-491

Amendment #		Account Number	Account Description	Amount
2	Expenditures	007W-5767W-56300	IMPROVE OTHER THAN BLDG	($268,616)
		007W-5767W-59100	TRANSFERS	$268,616
			Total Expenditures	$0

326 RESIDENTIAL/MAJOR ROAD

Amendment #		Account Number	Account Description	Amount
2	Expenditures	326-4110-56549	ROAD RESURFACING	($478,492)
		326-4110-59100	TRANSFERS	$478,492
			Total Expenditures	$0

131W MOBILE MAKER SPACE PROJ

Amendment #		Account Number	Account Description	Amount
3	Revenues	131W-331700	FED GRANT CULTURE/REC	$9,455
			Total Revenues	$9,455
3	Expenditures	131W-6212W-55120	OFFICE/NON-CAP EQUIPMENT	$6,924
		131W-6212W-55200	OPERATING SUPPLIES	$2,531
			Total Expenditures	$9,455

746 MONTEZUMA WATERS SA-2019

Attachment: 04-12-22res (20190 : Budget Resolution)

Exhibit A

Amendment #		Account Number	Account Description	Amount
4	*Revenues*	746-325100	SPECIAL ASSESSMENT-CAPITA	$28,895
			Total Revenues	$28,895
4	*Expenditures*	746-7460-54907	COMMISSIONS-PROPERTY APPR	$1,017
		746-7460-54908	COMMISSIONS - TAX COLL	$600
4		746-7460-61000	RESERVED BUDGET FUND BAL	$27,278
			Total Expenditures	$28,895

Attachment: 04-12-22res (20190 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Release of Lien
AGENDA DATE:	**April 12, 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# 1577845 Janet Mae Becker Estate
AK# 1596084 David J. Evans

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 05/05/2020 in BK 3057 PG 2382 by Citrus County Code Compliance on real property described as Alt Key 1577845; ROYAL COACH VILLAGE UNREC SUB LOT 17 BLK A DESC IN OR BK1117 PG 1624, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2021 in BK 3169 PG 2351 in the public records of Citrus County, Florida.

4. On 08/25/2021, the Board of County Commissioners filed in the public records Resolution No. 2021-081 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3199 Page 781, 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 **Janet Mae Becker Estate** 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 2021-081.

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: 1b RELEASE OF LIENS (20158 : 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 07/08/2020 in BK 3073 PG 1943 by Citrus County Code Compliance on real property described as Alt Key 1596084; APACHE SHOR #3 PB 4 PG 45 LOTS 8 & 9 BLK 17, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2021 in BK 3169 PG 2356 in the public records of Citrus County, Florida.

4. On 08/25/2021, the Board of County Commissioners filed in the public records Resolution No. 2021-081 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3199 Page 781, 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 **David J. Evans** 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 2021-081.

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: 1b RELEASE OF LIENS (20158 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	AR 11.19 - Policy for installation of private traffic control devices for accredited private schools
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The County recognizes the need to establish an Administrative Regulation for the purpose of public safety and to provide duly accredited private schools the ability to have private traffic control devices installed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) latest edition. This AR has been created to establish appropriate policies and procedures consistent with prior Board direction.

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 adopt Administrative Regulation Number 11.19 Policy and Procedures for installation of private traffic control devices for accredited private schools.

ADMINISTRATIVE REGULATION	AR: 11.19	DATE APPROVED
		New Date

SUBJECT: **Policy and Procedures for installation of private traffic control devices for accredited private schools.**

ORIGINATING DEPARTMENT: Department of Public Works

PURPOSE:

It is the intent of the Board of County Commissioners (Board) to establish an Administrative Regulation for the purpose of public safety and to provide duly accredited private schools the ability to have private traffic control devices installed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) latest edition. The total costs associated with the installation of the traffic control device shall be borne by special assessments levied against the benefiting property.

FINDINGS OF FACT:

The Board of County Commissioners finds that pursuant to the authority of Sections 316.006 (3) and (4), Florida Statutes, that a valid public purpose (public safety) and function is served by the expenditure of public funds to effectuate the provision of this Administrative Regulation.

POLICY:

The following is intended to outline the procedures of the Board of County Commissioners with respect to placement of County installed private traffic control devices.

1. **Budget.** On an annual basis, the Board of County Commissioners will budget funds for the purpose of administering this program. The actual cost incurred by the County will be documented and presented to the BOCC annually to define budgetary needs.

2. **Request for Private Traffic Control Device(s).** The Department of Public Works must be approached by an official representative of the duly accredited private school with a completed Request Application. The application must include location(s), type of device requested and authorization from the school. The signature of the property owner of record, as shown in the official records of Citrus County, is required on the application.

3. **Preliminary Inspection and approval by the County.** The Director of Public Works or his designee shall review and may approve the application for private traffic control devices.

4. **Non-Refundable Escrow Deposit.** Two Hundred Fifty ($250.00) Dollars must be submitted with the application to cover preliminary costs associated with County staff time.

5. **Application Review.** The Assessment Coordinator or designee will review the application to identify and verify the name(s) and address(es) of property owner(s).

Attachment: 2022-04-12 Supporting Docs AR 11.19 (20120 : AR 11.19 - Policy for installation of private traffic control devices for accredited

6. **Preliminary Inspection and Preliminary Opinion of Probable Cost.** The Director of Public Works or designee will determine the eligibility of the project and if eligible, will prepare a Preliminary Opinion of Probable Cost.

7. **Board Approval.** Upon successful completion of the above, the Director of Public Works or designee will present the project to the Board of County Commissioners. Upon the Board's approval of the project, the Citrus County Department of Public Works or a private contractor under contract to the County shall provide all work and material to install the private traffic control device(s). The standards for construction will be in accordance with the Manual of Uniform Traffic Control Devices, latest edition.

8. **Ownership, maintenance, and liability.** Ownership, maintenance, and liability rest solely with the applicant. If a private traffic control device is stolen or damaged, and the applicant desires replacement, replacement can be provided upon applicant's submittal of the full replacement cost as determined by Public Works staff. Board approval is not be necessary for replacement private traffic control devices.

FUNDING:

Upon final installation of private traffic control devices, a special assessment(s) will be established against the benefited property, and a lien placed by the County on the benefited property. The lien will be recorded in the Public Records of Citrus County, Florida to assure payment of the assessment by the property owner(s). A Benefited Property Owner(s) shall have two (2) payment options:

Option (1): Pay the assessment in full without interest or penalties, at the Office of the Clerk of the Court within 30 days of adoption of a resolution by the Board at the final public hearing. A bill will be mailed after this hearing.

Option (2): Automatic placement on an annual installment payment program. Under this option, the special assessment must be paid in seven (7) equal annual installments together with interest at current interest rates, and administrative fees of 6% of the annual installment payment (2% for Tax Collector, 2% for Property Appraiser and 2% for County Administrative fee). This installment payment will appear on the annual tax bill and will be collected in the same manner as ad valorem taxes. Please note that failure to pay any installment when due may cause a tax certificate to be issued against the property which, if not redeemed by the property owner, may result in the loss of title at a tax deed sale as prescribed in Chapter 197, Florida Statutes.

There is no penalty for prepayment or accelerating the loan payments and upon full payment of the assessment, the Clerk of the Board will record a Satisfaction of Lien in the Public Records of Citrus County.

FOOTNOTES:

Attachment: 2022-04-12 Supporting Docs AR 11.19 (20120 : AR 11.19 - Policy for installation of private traffic control devices for accredited

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Accept conveyance of 35’ x 54' Metal Airport Hangar from Dan G. Montgomery, Inverness Airport (KINF)
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Pursuant to the Airport Ground Lease Agreement entered into on December 15, 2020, between Citrus County, Florida, and Dan G. Montgomery, Section 9, “Once Lessee has constructed the hangar or hangars to be located on the Premises, Lessee shall convey title of the hangar or hangars to Citrus County by a Bill of Sale Absolute.” Construction is complete and Mr. Montgomery has executed the attached Absolute Bill of Sale.

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 accept the conveyance of the newly constructed, 35’ x 54' Metal Aviation Hangar at the Inverness Airport (KINF), from Dan G. Montgomery via Absolute Bill of Sale per the terms stated in the attached Airport Ground Lease Agreement.

b. Authorize the Clerk to place acceptance stamp on the document, and record it in the Public Records of Citrus County, Florida.

ABSOLUTE BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that Dan G. Montgomery, an individual, party of the first part, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer, and deliver, to Citrus County, Florida, a political subdivision of the State of Florida, party of second part, its executors, administrators and assigns, the following goods, and chattels:

> A 35' x 54' metal hangar, he had constructed at the Inverness Airport, 4260 S Airport Rd, Inverness, FL 34452, Citrus County, Florida, the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal this 11 day of February, 2022.

Signed, sealed, and delivered
in the presence of:

Jennie Walley
Signature of Witness #1

Jennie Walley
(Typed/Printed Name of Witness #1)

Jessica Dalton
Signature of Witness #2

Jessica Dalton
(Typed/Printed Name of Witness #2)

PARTY OF THE FIRST PART:

By: Dan G. Montgomery (SEAL)
Dan G. Montgomery

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 11th day of February, 2022, by Dan G. Montgomery, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 11th day of February, 2022.

JOANNE SHEROUSE
Commission # HH 005651
Expires June 20, 2024
Bonded Thru Budget Notary Services

Joanne Sherouse
Notary Public, State of Florida
Printed Name: JoAnne Sherouse
Commission No: HH005651
Expiration Date: June 20, 2024

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

PARTY OF THE SECOND PART:

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

ATTEST:

_____
Angela Vick, Clerk

BY: _____
Ronald E. Kitchen, Jr., Chairman

Date: _____

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

_____
Denise A. Dymond Lyn
County Attorney

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

ANGELA VICK
CLERK OF THE CIRCUIT COURT
BY D.C.
THIS 17 DAY OF DEC 2020

AIRPORT GROUND LEASE AGREEMENT

THIS AGREEMENT entered into this 15th day of December, 2020, by and between Citrus County, Florida, a political subdivision of the State of Florida, hereinafter called "Lessor" and Dan G. Montgomery, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, Lessee is desirous of constructing a hangar or hangars on certain real property owned by Lessor at the Inverness or Crystal River Airport, the exact legal description of which is contained within Exhibit "A," and

WHEREAS, Lessee may sublet individual hangars, or space within a hangar, to third parties desirous of renting a hangar or hangar space for the purposes consistent with the permitted uses under Paragraph 11 below, and

WHEREAS, Lessor has no objection to leasing the lands described in Exhibit "A" to Lessee and to Lessee's assigns or sub-lessees as the lands are currently not needed for any County aviation purposes related to the operation of the Airport;

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. Lessee wishes to lease the land described in Exhibit "A" attached hereto and made a part hereof, ("Premises"), and wishes to construct thereon a hangar or hangars for storing registered aircraft and for other uses permitted under Paragraph 11.

3. Lessee does hereby agree to pay Lessor rent as follows:

a. Rent at the rate of $0.15 per square foot of the Premises per year, plus any applicable sales tax for the Premises.

b. Lessee or Lessee's assigns are responsible for the payment of any ad valorem taxes that may be due on the leased Premises.

c. Rent will be adjusted annually in accordance with the CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U) (1982-1984 = 100), ALL ITEMS, UNITED STATES CITIES, published by the United States Department of Labor, Bureau of Labor Statistics. The initial adjustment shall be based on the Cost of Living Percentage Increase between the CPI-U most recently published prior to the Effective Date of this Lease and the CPI-U most recently published prior to the first anniversary of this Lease. Thereafter annual adjustments in Rent shall be based on the Cost of Living Percentage Increase reflected in the CPI-U over the previous twelve (12) month period. If the Cost of Living Index or successor or substitute index is not available, the parties shall use any reliable governmental or other impartial index or publication reasonably designated by Lessor which reasonably reflects the change in cost of living between the periods otherwise above set forth for determination of the cost of living adjustment. Notwithstanding a Cost of Living Percentage Decrease in the CPI-U, Rent shall not decrease.

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

d. The amount of the first month's rent shall be due and payable upon execution of this Agreement. **Each subsequent month's rent shall be due and payable on the first day of each month without notice.** The Lessee is further responsible for payment of any and all fees, charges, and taxes which may be applicable to the rental of the Premises. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the payment of rent hereunder.

e. All rental payments shall be made payable to the Citrus County Board of County Commissioners, and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.

4. The term of this Lease shall be for a period of twenty five (25) years, from the date the parties have executed the Lease, with an option in favor of the Lessee to renew for five (5) additional five (5) year periods. An option to renew may be exercised, if at all, by Lessee providing written notice to the Lessor not less than three (3) months prior to the date of expiration of the then current lease term. The term will commence on the date this Agreement is executed by the Lessor and will end on December 15, 2045.

5. Lessor gives and grants to the Lessee the right and privilege of constructing on the Premises, at its sole expense and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction, an aircraft hangar or hangars, including office space, restrooms and/or related aviation facilities in strict accordance with the plans and specifications approved in writing by the Lessor. During construction, Lessee is required to carry Construction/Services Insurance with Builders Risk as indicated below.

6. Lessor additionally gives and grants the Lessee the right and privilege of constructing an appropriately engineered stormwater management system, in strict accordance with the plans and specifications approved in writing by the Lessor, on County property adjacent to or near the Premises to serve the hangar or hangars constructed on the Premises. This stormwater management system, once constructed, will be owned and maintained by the Lessor as part of its normal maintenance of the County's Airport.

7. Lessee shall cause Lessee's contractor to obtain and provide a payment and performance bond, in the form approved by Lessor, for construction of any improvements on or to the Premises for which the cost of completion will exceed $10,000.00. Such bond shall be payable in an amount equal to One Hundred Fifteen Percent (115%) of the estimated cost to complete the improvements and shall be underwritten by a surety acceptable to Lessor and authorized to do business in the State of Florida. Lessee's contractor may substitute for a bond, a payment and performance irrevocable letter of credit, in the form approved by Lessor, from a bank authorized to do business in the State of Florida, and with an office located in Citrus County, Florida where

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

such letter of credit may be drawn upon. All such bonds and letters of credit shall inure to the benefit of Lessor and Lessee and all other persons, companies and corporations entitled to make a claim for payment against the bond or letter of credit pursuant to the applicable provisions of Florida law. Such bond or letter of credit shall remain in effect through completion of the improvements and all guarantee and warranty periods. No improvements on or to the Premises shall commence before the required bond or letter of credit is received and approved by Lessor.

8. Lessee shall cause Lessee's contractor to provide a contractor's final affidavit upon completion of the improvements, certifying to Lessor and Lessee that full payment was made to all subcontractors, materialmen, leasing companies, and any other person, company, or corporation providing goods, materials or services for the improvement.

9. Once Lessee has constructed the hangar or hangars to be located on the Premises, Lessee shall convey title of the hangar or hangars to Citrus County by a Bill of Sale Absolute. The conveyance shall be considered as additional consideration for this Agreement and Lessee or Lessee's assigns shall have the right to occupy the hangars for the term of this Agreement. It is contemplated by the parties that once the hangars have been constructed that Lessee shall have the right to assign individual hangars to individuals for consideration above and apart from the monthly consideration due Lessor with respect to this Agreement. Assignments of Lessee's rights with respect to an individual hangar shall reference the number assigned to the hangar as shown on Exhibit "B" attached hereto and made a part hereof.

10. The hangar or hangars to be constructed on the Premises may be constructed of either steel or aluminum, and no wooden structures will be allowed on the lands described above and once constructed become the property of Lessor as described above. In order to maintain a uniform appearance and design standard at the County's Airports, the hangar(s) constructed upon the Premises must be designed and constructed in a manner that is aesthetically similar to and consistent with the appearance and colors of the existing structures at the Airport.

11. During the term of this Lease, no commercial business, other than business incidental to the use of the aircraft stored in the hangar(s), may be allowed in or to operate from hangar(s) constructed by Lessee and the hangar(s) shall only be used for aircraft storage and related purposes, including purposes such as aircraft maintenance and repairs to the aircraft stored in the hangar(s). Lessee or Lessee's assigns may only store items that are necessary for the operation, repair and maintenance of the aircraft stored within the hangar.

12. The Lessee shall assume all risk of loss or damage resulting from parking Lessee's, employees', or guests' vehicles, trailer(s) and aircraft. The Lessee further acknowledges and agrees that the risk of loss or damage to the vehicle(s), trailer(s) and aircraft is not a covered item under the property insurance for the Premises or under any other policy of insurance maintained by the Lessor.

13. The Lessee acknowledges that the space in front of the hangars and the Premises serve as a passageway for aircraft taxiing to and from the hangars. The Lessee shall not park vehicles, trailers or aircraft in areas that may interfere with taxiing aircraft. The Lessee further agrees to cooperate with adjacent lessees regarding aircraft

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

movements, vehicle parking, trailers, and aircraft and general use of the hangar or hangars.

14. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County government and of any and all government departments and bureaus applicable to the Premises, including but not limited to the prevention and abatement of nuisances upon or connected with use of the Premises.

15. It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport lessees and authorized users alike. The Lessee acknowledges that automobile access to or from the airside portion of the Airport is through an automatic gate shared with other airside lessees and authorized users. The Lessee, its agents, contractors, subcontractors, employees and guests shall gain access though this gate as approved by the Lessor and the Fixed Base Operator.

16. Aircraft shall not be fueled within twenty-five (25') feet of any hangar building. Fuel may only be stored in a hangar in such quantity as is needed to sufficiently fuel the aircraft so that it may be taxied to a suitable fueling area.

17. If Lessee abandons or vacates the Premises before the end of the term of this Agreement, Lessor may, at its option, cancel this Agreement and may re-enter and take lawful possession and control of the Premises, by force or otherwise, without being liable in any way therefore. Should Lessee abandon or vacate the Premises, or should this Agreement terminate before the end of the lease term, Lessor shall not be responsible for placing Lessee in another location.

18. Lessee shall arrange and pay for all utilities furnished to the Premises for the term of this Agreement, including but not limited to, electricity, water service and sewer/septic service. Lessee shall arrange for and pay for telephone service in its own name and account, if such service is desired. In the event that the utilities are not billed directly to Lessee and are paid by Lessor, Lessee shall reimburse Lessor all monies paid for the utilities within ten days after receipt of any invoice from Lessor.

19. Lessee, at its sole cost and expense, shall maintain all improvements to the Premises, i.e. fixtures and buildings constructed on the Premises or trailers placed on the Premises. Lessor shall be responsible for mowing the Premises.

20. In the event any damage to any and all Airport property is caused by any act or negligence of the Lessee, its employees, agent invitees or contractors, then such damage shall be immediately reported to Lessor and either repaired by the Lessee to the reasonable satisfaction of the Lessor or repaired by Lessor at Lessee's expense, at the option of Lessor.

21. Lessee agrees to keep the Premises and improvements to the Premises, in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about any structures. Lessee shall remove any and all trash, waste or debris from the Airport that was generated by the Lessee.

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

22. Lessor, or any of its officers, employees or agents, shall have the right but not the responsibility to enter the Premises during all reasonable hours, and upon notice to Lessee, to examine the Premises for the purpose of determining upkeep, damage, waste, removal of illegal or unauthorized materials and enforcement of any statute, ordinance, regulation, or rule over which Lessor has enforcement powers. Lessor, or any of its officers, employees or agents, shall have the right to enter the Premises at any time for the purpose of preventing damage to the Premises or the commission of waste thereupon.

23. The Parties agree that Lessor is not liable for any damage or injury which may be sustained by Lessee, Lessee's Assigns or any other person, or Lessee's property or for any other damage or injury resulting from the carelessness, negligence, or improper conduct of Lessee, its officers, employees, or agents, or any other occupants or third parties.

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

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

b. General Liability. Lessee must obtain and maintain for the duration of this Agreement general liability insurance coverage with minimum limits of $1,000,000 per occurrence with a general aggregate of at least $2,000,000. Citrus County, Florida is to be endorsed as an additional insured to the extent of the risks, liabilities, and indemnities assumed by Lessee under this Agreement.

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

d. Property Coverage. Coverage must be provided in an amount not less than 100% of the replacement value of the property with a deductible of no more than

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

$25,000 each claim. Lessee shall be responsible for all premiums and deductibles. Coverage form shall include, but not be limited to:

i. All Risk Coverage including Flood and Windstorm with no coinsurance clause.

ii. Any separate Flood and/or Windstorm deductibles are subject to approval by Lessor.

iii. This policy shall insure the interests of Lessor and Lessee in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee.

iv. All insurance proceeds received by or on account of this Agreement, shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Lease so damaged or destroyed.

v. Lessee shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.

e. Workers Compensation and Employers Liability Insurance. Lessee shall for the duration of the lease provide Workers' Compensation Insurance and Employers' Liability Insurance in accordance with applicable statutory limits.

f. Other Insurance Requirements.

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

ii. 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.

iii. All required insurance policies must be written with a carrier having financial stability rating of A- or better as per A.M. Best or an equivalent thereto for any other similar rating agency.

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

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

g. Contractor's Insurance. During the construction period, the Lessee is responsible for ensuring the Contractor has the following insurance:

i. Minimum Insurance Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the Lessor, 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 Lessor'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.

ii. 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.

iii. Automobile Liability. Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iv. Workers Compensation and Employer's Liability. Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws. 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. For any officer of a Contractor that has exempt status as an individual, the Lessor 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 Lessor does not recognize this exemption to extend to the employees of the contractor/employer/owner.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the Lessor 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.

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

v. Builder's Risk Coverage. For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

a. All Risk Coverage including Flood and Windstorm with no coinsurance clause.
b. Guaranteed Policy Extension provision
c. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
d. Equipment Breakdown for testing of all mechanized, pressurized, or electrical equipment
e. This policy shall insure the interests of Lessor, Lessee, and subcontractors in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee. This insurance shall remain in effect until the work is completed and the property has been accepted by Lessor.

vi. Other contractor insurance provisions.

1. The Contractor shall provide a Certificate of Insurance to the Lessor 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 must be included 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 Lessor. 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 Lessor, its officials, employees or volunteers.

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

6. The Contractor's insurance coverage shall be primary insurance as respects the Lessor, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, 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 Lessor 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 Lessor requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

9. It is the Contractor's responsibility to insure that all sub-contractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10. With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

11. All Certificates must show that the Contractor's policies have been endorsed per the requirements.

25. Events of Default. The following events will (subject to the notice and cure periods set forth herein) be deemed events of default by Lessee:

a. The failure or omission by Lessee to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.

b. The conduct of any business or performance of any acts at the Premises not specifically authorized in this Agreement or by any other agreement between Lessor and Lessee, and Lessee's failure to discontinue that business or those acts within 30 days of receipt by Lessee of Lessor's written notice to cease said business or acts.

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

c. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Lessee's assets.

d. The divestiture of Lessee's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

e. The insolvency of Lessee; or if Lessee will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Lessee of a voluntary petition of bankruptcy or the institution of proceedings against Lessee for the adjudication of Lessee as bankrupt pursuant thereto.

f. Lessee's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

g. The failure of Lessee to deliver any Guaranty required by this Agreement.

26. Lessor's Remedies for Default. In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Lessor and Lessee's failure to cure, provided that in the event such cure reasonably requires more than thirty (30) days to complete, Lessee shall not then be in default if Lessee promptly commences such cure within said thirty (30) day period and diligently pursues such cure to completion, Lessor, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

a. Terminate Lessee's rights under this Agreement and, in accordance with law, take possession of the Premises. Lessor will not be deemed to have thereby accepted a surrender of the Premises, and Lessee will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Lessor because of Lessee's breach of any of the covenants of this Agreement; or

b. Treat this Agreement as remaining in existence, curing Lessee's default by performing or paying the obligation that Lessee breached. In such event all sums paid or expenses incurred by Lessor directly or indirectly in curing Lessee's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, but in no event greater than the maximum interest rate permitted by law; or

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

c. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Lessee in the Premises will end.

d. No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises.

e. No notice by Lessor will be required to restore or revive time is of the essence hereof after waiver by Lessor or default in one or more instances.

f. No option, right, power, remedy, or privilege of Lessor will be construed as being exhausted or discharged by the exercise thereof in one or more instances.

g. It is agreed that each and all of the rights, powers, options, or remedies given to Lessor by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Lessor will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

27. Lessee will keep and maintain public records related to this Agreement. Upon request from Lessor's custodian of public records, Lessee will provide Lessor with a copy of the requested records or will 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. Lessee 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 this Agreement and following completion of this Agreement if Lessee does not transfer the records to Lessor. Upon completion of the Agreement, Lessee will transfer, at no cost to Lessor, all public records in possession of Lessee or will keep and maintain public records required by Lessor related to this Agreement. If Lessee transfers all public records to Lessor upon completion of the Agreement, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the Agreement, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Lessor, upon request from Lessor's custodian of public records, in a format that is compatible with the information technology system of Lessor. If Lessee does not comply with Lessor's request for public records, Lessor will enforce this provision in

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

accordance with this Agreement. **IF Lessee HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Lessee'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**

28. Lessee shall indemnify, save and hold harmless Lessor 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, to the extent but only to the extent caused by the intentional or negligent act of, or omission of, Lessee, its subcontractors, independent contractors, agents, employees or invitees. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Lessor or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against Lessor by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from Lessor, resist and defend such lawsuit or proceeding by counsel satisfactory to Lessor or, at Lessor's option, pay for an attorney selected by Lessor to defend Lessor. 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 Lessor, any sums due Lessee under this Agreement may be retained by Lessor until all of Lessor'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 Lessee and Lessee's assigns agree to hold Lessor harmless from any liability for damages to any person or property of Lessee and its employees and all persons in the hangar or hangars by invitation. All property kept, stored or maintained by Lessee or Lessee's assigns shall be stored at the sole risk of Lessee or Lessee's assigns. Lessee agrees to pay all sums of money due in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Lessee on or about the hangar area which may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's interest therein and will cause each such lien, if any, to be discharged at the time performance of any obligation secured thereby matures.

29. In the event Lessee or any of Lessee's assigns fails to pay the Lease payments, cost of insurance, utility bills, or to comply with other requirements of this Lease, Lessor shall have the right to have Lessee or Lessee's assigns evicted from the Premises and to require removal of any aircraft contained within any hangar which is in violation of this Agreement. Failure to comply with the terms of this Agreement will result in the forfeiture of all rights hereunder. Lessor reserves the right to padlock any hangar in order to prevent the use thereof in the event of the non-payment of rent or other lease violations.

30. This Agreement shall be binding upon Lessee, Lessee's Assigns and Lessor and its officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

31. Neither this Agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors, or

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Lessee shall be adjudged insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Lessee shall be appointed by reason of Lessee's insolvency or inability to pay debts, or if any assignment shall be made of Lessee's property of the benefit of creditors, then and in any of such events, Lessor many, at its option, terminate this Agreement and all rights of Lessee herein by giving Lessee notice in writing of the election by Lessor to so terminate.

32. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, postage prepaid, return receipt requested, to Lessee at: 4960 S. Mahogany Ter., Inverness, FL 34450 and to Lessor at: Citrus County Courthouse, 110 N. Apopka Ave., Inverness, Florida 34450, Attention: County Administrator with a copy to Citrus County, Land Section, 3600 West Sovereign Path, Suite 205, Lecanto, Florida 34461.

33. Lessee may not assign all or a portion of this Lease or sublet Lessee's estate created by this Lease unless the sublessee or assignee assumes all the rights, duties and obligations of the Lessee under this Lease and unless Lessor approves such assignment. Lessor may not unreasonably withhold such approval. It shall be the sole responsibility of the Lessee to provide Lessor with a copy of the assignment which must be in writing and executed both by Lessee and Lessee's assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the year and date first above written.

LESSOR:

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

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

ATTEST:

for Angela Vick, Clerk

BY: _____
Scott E. Carnahan, Chairman

Date: 12/15/2020

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

for Denise A. Dymond Lyn
County Attorney

APPROVED
DEC 15 2020
BOARD OF COUNTY COMMISSIONERS

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

LESSEE:

Dan G. Montgomery

Date: 12/3/20

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of December, 2020, by Dan G. Montgomery, who is personally known to me or who produced FLDL as identification.

Witness my hand and official seal this 3rd day of December, 2020.

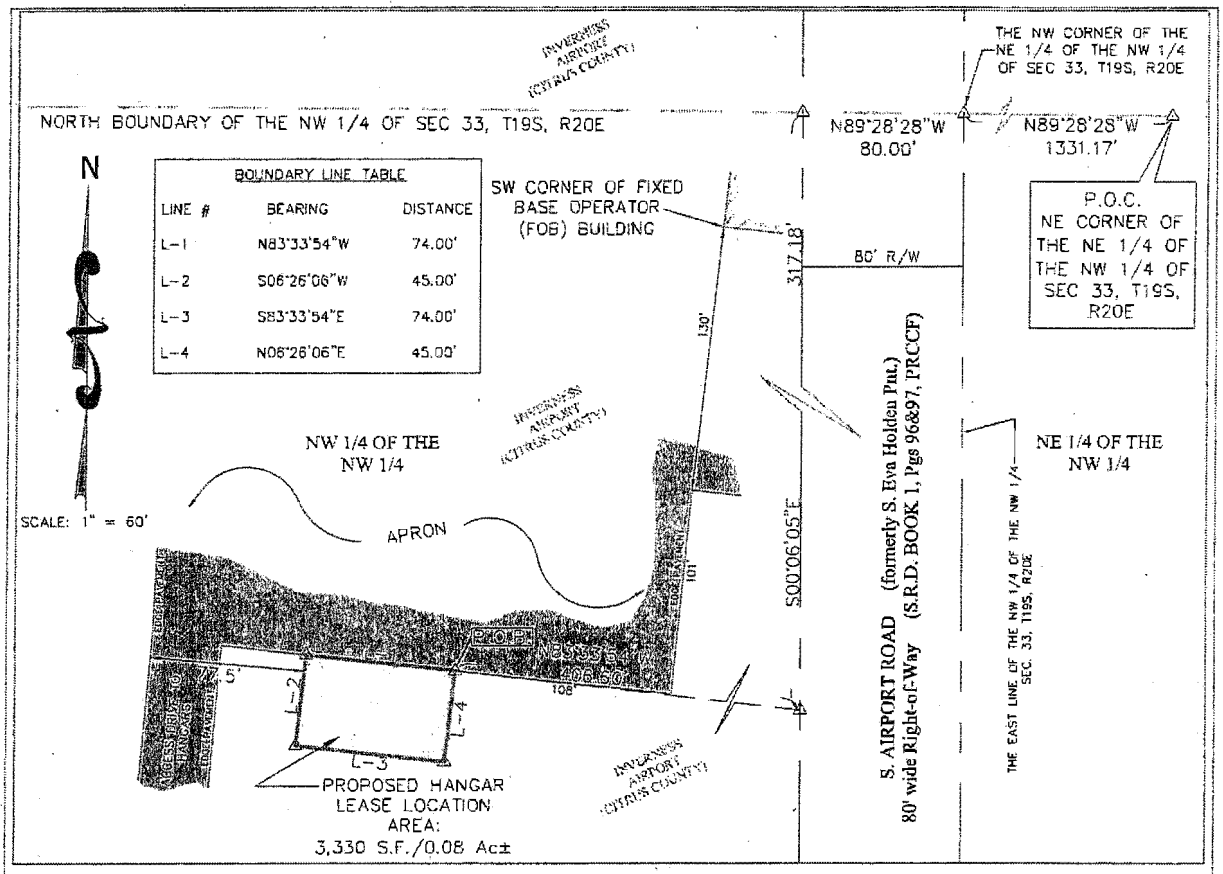
KELLY R MILLER
Notary Public-State of Florida
Commission # GG 913853
My Commission Expires
September 17, 2023

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

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

Exhibit "A"

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,



NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION IS BASED ON FIELD SURVEY LOCATIONS OF IMPROVEMENTS AND RECORDS AND INFORMATION OF THE INVERNESS AIRPORT ON FILE IN THE SURVEY DEPARTMENT, CITRUS COUNTY, FLORIDA.
2. THIS SKETCH OF DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE OF FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1999, AND ESTABLISHED BY MEANS OF CONVENTIONAL FIELD TRAVERSE PROCEDURES FROM TRAVERSE CONTROL POINTS USED FOR TO ESTABLISH THE BOUNDARY FOR SECTION 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST, BY THE CITRUS COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, SURVEY SECTION, WITH THE BEARING ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33 BEARING N89°28'28"W.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES SHOWN HEREON.
5. DESCRIPTION SHOWN HEREON PREPARED BY THIS OFFICE.
6. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) THE LANDS SHOWN HEREON APPEAR TO LINE IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE CITRUS COUNTY-COMMUNITY NUMBER 120063, PANEL NUMBER 12017C 0362D, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2014.

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE N89°28'28"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1331.17 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF S. AIRPORT ROAD (FORMERLY S. EVA HOLDEN PNT), AS RECORDED IN SRD BOOK 1, PAGES 96 AND 97, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, HAVING AN 80 FOOT WIDE RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID NORTH LINE, 80.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID S. AIRPORT ROAD; THENCE S00°06'05"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 317.18 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N83°33'54"W, A DISTANCE OF 406.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N83°33'54"W, 74.00 FEET; THENCE S06°26'06"W, 45.00 FEET; THENCE S83°33'54"E, 74.00 FEET; THENCE N06°26'06"E, 45.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS DESCRIBED ABOVE CONTAINING 3,330 SQUARE FEET (0.08 ACRES) MORE OR LESS.

LEGEND:

△	=	DESCRIPTIVE POINT
L-1	=	LINE TABLE DESIGNATION
O.R.B.	=	OFFICIAL RECORDS BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
Pgs	=	PAGES
P.R.O.C.F.	=	PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
R/W	=	RIGHT-OF-WAY
SEC.	=	SECTION
T	=	TOWNSHIP
R	=	RANGE
S	=	SOUTH
E	=	EAST
/	=	NOT TO SCALE
S.F.	=	SQUARE FEET (AREA)
Ac±	=	ACRES, MORE OR LESS
SRD	=	STATE ROAD DEPARTMENT

JOB No.	20-093
PROJ. No.	20-017
DRAWN BY:	g.d.p.
DWG. No.	20-093 inv ap hangar sec 33_19_20.dwg
MAP DATE:	10.22.2020
SCALE:	1" = 60'
SHEET No.	1 of 1
FIELD DATE:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
SEC. 33,TWP.19S,RNG20E	

SKETCH OF DESCRIPTION for: AIRCRAFT HANGAR LEASE @ INVERNESS AIRPORT

Citrus County
Division of Engineering
Survey Section
3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA. 34461
(352) 527-5498 FAX (352) 527-5476

THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

STATE OF FLORIDA

10.22.2020

Mark T. Thomas, P.S.M.
Florida Registration No. 5151

G:\Survey\2020 DRAWINGS\20-093 INV AIRPORT HANGAR, EASEMENT\20-093 FINAL inv AP SOD hangar 33_19_20-093 inv ap hangar sec 33_19_20.dwg, 12/02/2020 1:02:24 PM

Attachment: 1b Supporting Docs Montgomery (20119 : Accept conveyance of 35' x 54' Metal Airport Hangar from Dan G. Montgomery,

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms, LLC
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Brentwood Farms LLC continues to develop property in the Brentwood subdivision area and desires to expand the current Citrus County DRA to connect with Brentwood property situated to the west so that the ultimate pond can handle the engineered drainage from its Davis Reserve development, in accordance with its approved development plans.

Staff has negotiated a Retention Pond Expansion and Maintenance Agreement between Brentwood Farms, LLC and Citrus County, Florida, to set forth the respective rights and obligations regarding the expanded County-owned retention pond to be constructed by Brentwood.

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 attached Retention Pond Expansion and Maintenance Agreement.

b. Authorize the Clerk to place the acceptance stamp on the document and record it in the Public Records of Citrus County, Florida.

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,

RETENTION POND EXPANSION AND MAINTENANCE AGREEMENT

This **RETENTION POND EXPANSION AND MAINTENANCE AGREEMENT** ("Agreement") is entered into this _____ of _____, 2022, by and between **BRENTWOOD FARMS, LLC**. A Delaware limited liability company ("Brentwood"), whose address is 2476 North Essex Avenue, Hernando, Florida 34442, and **CITRUS COUNTY, Florida**, a political subdivision of the State of Florida ("Citrus County"), whose address is 110 North Apopka Avenue, Inverness, Florida 34450.

RECITALS

WHEREAS, On or about January 2007, Citrus County purchased from Brentwood, in fee simple, that certain real property more particularly described in **Exhibit "A"** (the "Property"), attached hereto and incorporated herein; and

WHEREAS, Brentwood is continuing to develop property in the Brentwood subdivision area, and desires to expand the current Citrus County DRA (as described in "Exhibit A", attached), to connect with Brentwood property situated to the west so that the ultimate pond can handle the engineered drainage from its Davis Reserve development, in accordance with its approved development plans; and

WHEREAS, Citrus County and Brentwood desire to set forth their respective rights and obligations in regard to the expanded retention pond to be constructed by Brentwood; and

NOW, THEREFORE, in consideration of the mutual premises and the promises contained herein, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. **Recitals**. The statements contained in the recitals of facts set forth above are true and correct and are incorporated by this reference as a part of this Agreement.

2. **Retention Pond**. Citrus County and Brentwood hereby acknowledge that Brentwood intends to construct the expanded stormwater retention pond, DRA-10A, SWFWMD Permit #44024165.004, upon the Property, and to the west, to accommodate the engineered surface water from the anticipated Davis Reserve plat, and by this Agreement, Brentwood shall have said right. The existing retention pond is a curvilinear shape. The proposed expanded retention pond will remove the curvilinear area to a rectangular shape and be constructed in accordance with plans and specifications reasonably approved by Brentwood and Citrus County. Brentwood and/or its assigns will repair any damage caused by Brentwood's construction activities. Both the County and Brentwood (the permittee) need to be in compliance with the permit/SWFWMD rules and regulations. Citrus County reserves the right to make future renovations and modifications to the Retention Pond within the Property as Citrus County deems advisable in their sole and absolute discretion. The County will ensure Permittee's approved stormwater volume will not be diminished.

3. **Maintenance of Retention Pond**. Brentwood shall, at Brentwood's sole cost and expense, be responsible to maintain, repair, keep clean and in a good and safe condition, free of debris and in keeping with all applicable laws, rules and governmental regulations, the pond and the Property. Citrus County shall have the right to undertake the aforesaid maintenance and repair activities in the event: (i) the maintenance or repair is an event of emergency that necessitates immediate action; or (ii) in the event that Brentwood fails to maintain the retention pond or the Property in good order and repair as required

herein, after Citrus County provides written notice of such failure to Brentwood. In the event Brentwood fails to cure such failure within fifteen (15) days after receipt of such notice (or such longer or shorter period of time as may be reasonable or necessary under the circumstances), Citrus County may (i) perform the required maintenance or repair to such standard as is customary for County and (ii) unilaterally terminate this Agreement, whereby all rights and obligations under this Agreement shall terminate and have no further force or effect to bind Brentwood or County, except for any right to damages or any indemnification obligation which may accrue to or against Brentwood or County prior to such termination.

4. **Insurance**. Brentwood shall, at Brentwood's sole cost and expense, maintain commercial general liability insurance with a single combined limit of not less than One Million and No/100 Dollars ($1,000,000.00). Citrus County shall be named as an additional insured on said policy.

5. **Landscaping**. Brentwood may, at Brentwood's sole cost and expense, landscape within the Property that is not used as storm water retention area, so long as such landscaping is in accordance with applicable laws, regulations and ordinances and does not interfere with Citrus County's use of the Property. Notwithstanding the foregoing, prior to any entry upon the Property by Brentwood, to install any such landscaping, Brentwood shall obtain Citrus County's prior written consent to any landscape installation, which consent will not be unreasonably withheld. The maintenance of any such landscape materials shall be undertaken by Brentwood in accordance with Section 3, above.

6. **Indemnification**. Brentwood shall indemnify, protect and hold harmless Citrus County from all claims, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorney's fees and costs) relating to death, or personal injury to, persons or damage to property that may, in whole or in part, be caused by Brentwood, its contractor's, employee's, guests' or invitee's activities upon the Property. Citrus County shall indemnify, protect and hold harmless Brentwood from all claims, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorney's fees and costs) relating to death, or personal injury to, persons or damage to property that may, in whole or in part, be caused by Citrus County, its contractor's, employee's, guests' or invitee's activities upon the Property.

7. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. **Enforcement**. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, either party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Citrus County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement, including, without limitation, specific performance of this Agreement.

9. **Attorney's Fees**. The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party in such litigation all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, including all costs of appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of this Agreement.

10. **No Third-Party Beneficiaries**. The provisions of this Agreement are for the exclusive benefit of Citrus County, Brentwood and Brentwood Farms Property Owners Association, Inc., their respective heirs, successors, grantees, tenants, assigns, customers, invitees and guests, and not for the

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,

benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

11. **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12. **Covenants Running With the Land**. All the provisions, agreements, rights, powers, covenants, conditions and obligations contained in. this Agreement shall be binding upon Citrus County and Brentwood, their respective successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

13. **Modification and Termination**. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of Citrus County and Brentwood, and then only by written instrument duly executed and acknowledged by such owners and recorded. in the Public Records.

14. **Notices**. Any notice, request, demand, instruction or other communication to be given hereunder shall be in writing and shall either be (i) hand-delivered; (ii) sent by Federal Express or a comparable overnight delivery service; (iii) sent by facsimile transmission, provided that an original copy of the transmission shall be sent by overnight delivery service for receipt to be effective; or (iv) sent by certified mail, return receipt requested, to the applicable party at the address set forth in this Agreement. Notice shall be deemed to have been given upon receipt of such notice. The addressee and address for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

15. **Assignment**. Brentwood shall have the right but not the obligation to assign the entirety of the rights and obligations set forth under this Agreement to BRENTWOOD FARMS PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

16. **Counterparts**. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.

[execution signatures on the following page]

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,

IN WITNESS WHEREOF, Citrus County and Brentwood have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BRENTWOOD:
BRENTWOOD FARMS, LLC,
a Delaware limited liability company

By: _____
Stephen A. Tamposi, President

_____
1st Witness
Printed Name: Cyle Moses

_____
2nd Witness
Printed Name: Eric D. Abel

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 29th day of March, 2022, by Stephen A. Tamposi as President of Brentwood Farms, LLC, a Delaware limited liability company, who is personally known to me.

[Seal] ERIC D. ABEL MY COMMISSION # GG 310127 EXPIRES: June 22, 2023 Bonded Thru Notary Public Underwriters

_____
Notary Public
Print Name: Eric D. Abel
My Commission Expires: 6/22/2023

Signed, sealed and delivered
in the presence of:

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

By: _____
Name: Ronald E. Kitchen, Jr., Chairman

_____
1st Witness
Printed Name: _____

_____
2nd Witness
Printed Name: _____

(notarization on following page)

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2022, by _____, as _____ of Citrus County, Florida, a political subdivision of the State of Florida, who is personally known to me.

[Seal]

_____
Notary Public
Print Name: _____
My Commission Expires:

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,

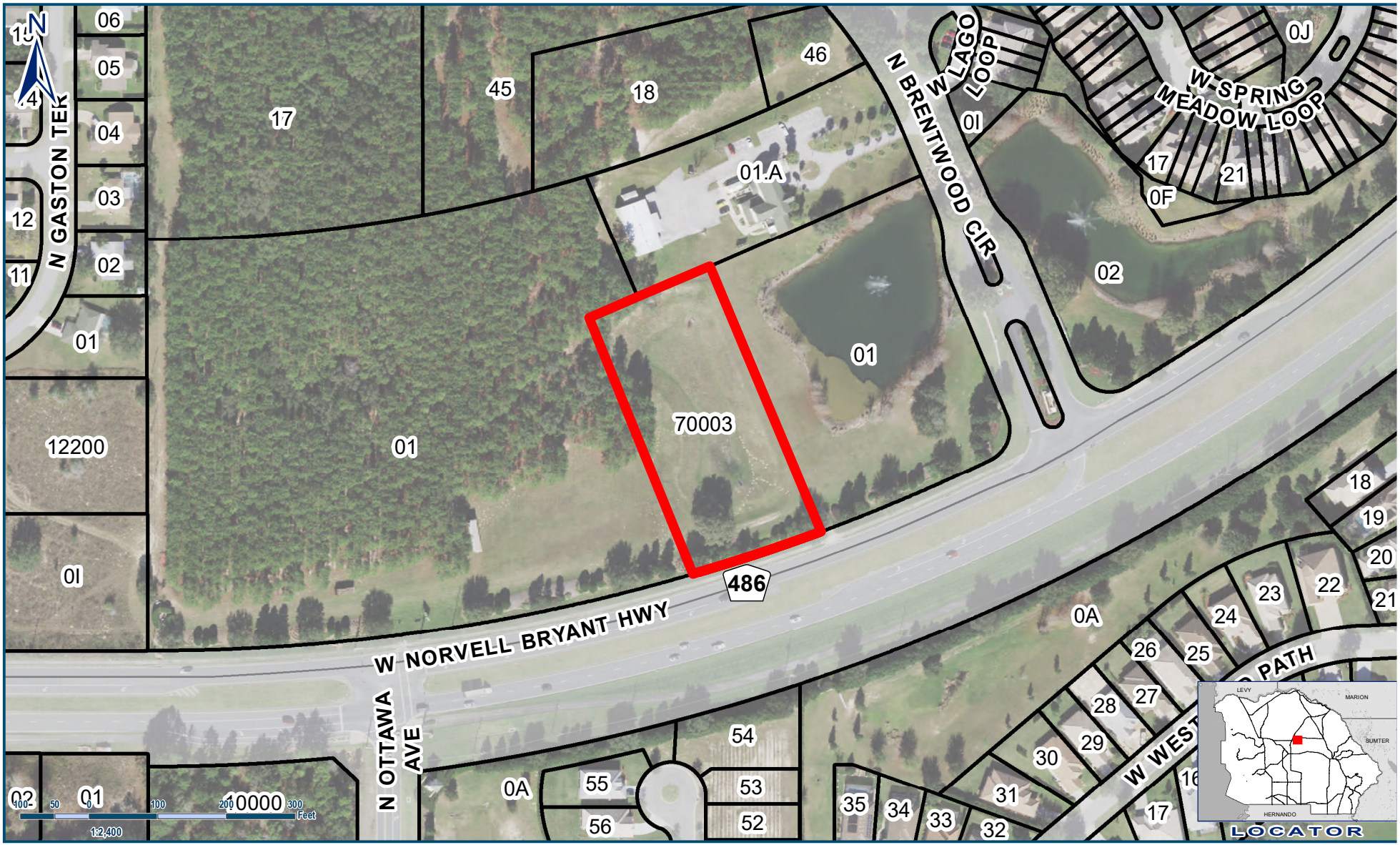
EXHIBIT "A"

Legal Description

That part of Tract 1, Brentwood, according to the plat thereof, as recorded in Plat Book 12, Pages 70 through 73, Public Records of Citrus County, Florida, being more particularly described as follows:

Commence at the Northwest comer of Tract 1, Brentwood, according to the plat thereof, as recorded in Plat Book 12, Pages 70 through 73, Public Records of Citrus County, Florida, said point lying on the West line of the Southwest quarter of Section 23, Township 18 South, Range 18 East; thence run South 00 ° 10'28" East, along the West line of said tract and the West line of said Southwest quarter, a distance· of 600.00 feet to the North existing right of way line of County Road 486, as ·shown on State of Florida State Road Department Right of Way Map, Section 02505-2601; thence departing said West line and said West tract line, run North 89° 50'51" East, along said North existing right of way line, a distance of 13.32 feet (14.03' (P)) to the point of curvature of a curve, concave Northwesterly, having a radius of 2814.93 feet (2814.00' (P)), a chord bearing of North 81 ° 45'45" East and a chord distance of 791.79 feet; thence run Northeasterly along the arc of said curve and along said North existing right of way line, through a central angle of 16° 10'12", a distance of 794.43 feet for a POINT OF BEGINNING; said point lying 191.50 feet Southwesterly of, when measured perpendicular to, the West line of a 30 foot non-exclusive easement as shown on a plat of a boundary survey for a lot configuration, prepared by Central Florida Surveying and Mapping, Map No. C-721, dated 06/12/02; thence departing said curve and said North existing right of way line, run North 22° 41'55" West, parallel with said 30 foot non-exclusive easement, a distance of 400.31 feet to the Southwesterly extension of the South line of Parcel 2, as shown on said plat of survey; thence run North 66° 47'21" East, along said Southwesterly extension and said South line, a distance of 191.51 feet to the West line of the aforementioned 30 foot non-exclusive easement; thence departing said South line, run South 22° 41 '55" East, along said West line, a distance of 416.82 feet to the aforementioned North existing right of way line, said point lying on a curve, concave Northwesterly, having a radius of 2814.93 feet (2814.00' (P)), a chord bearing of South 71° 43'20" West and a chord distance of 192.07 feet; thence departing said West easement line, run Southwesterly along the arc of said curve and along said North existing right of way line, through a central angle of 03° 54'37", a distance of 192.11 feet to the POINT OF BEGINNING.

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms,



Legend

Subject Property

AK 3396481

Citrus County, Florida, DRA 10

Retention Pond Expansion for Davis Reserve

Geographic Information Systems

Prepared By : R.W. Voak

Date: Marcht 10, 2022

Source: Enterprise Geodatabase

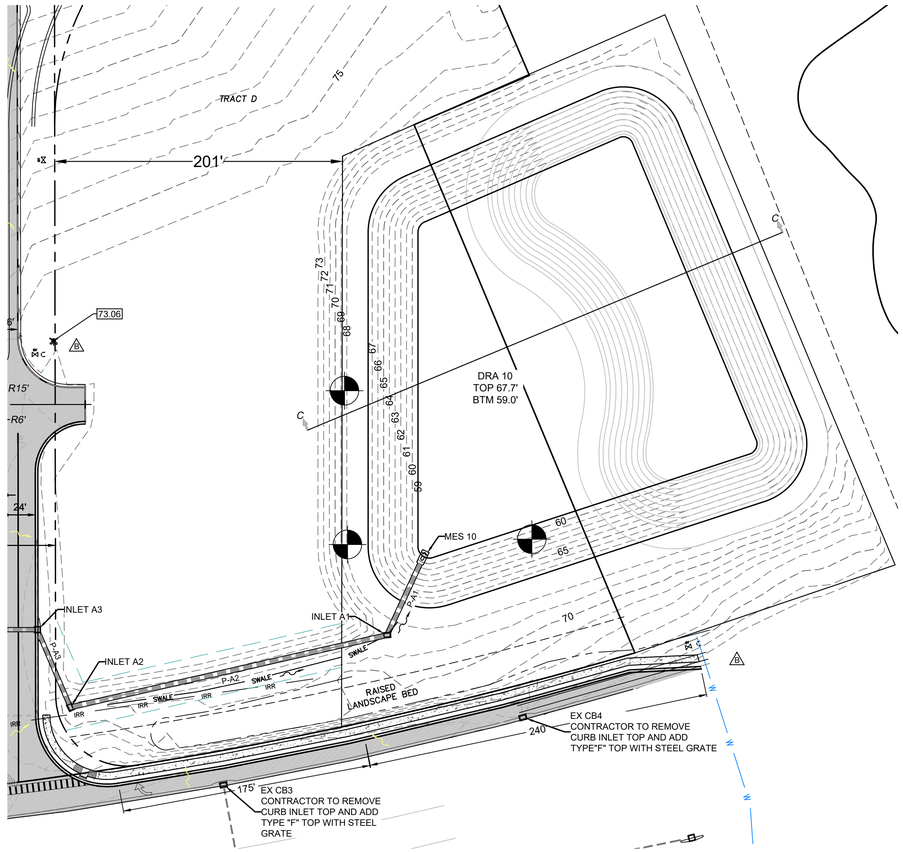
Map Number: BV000838

Cynthia P. Skelhorn
Director

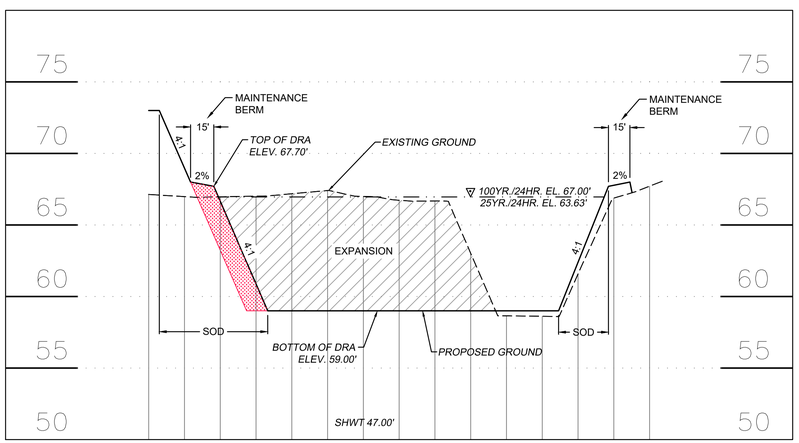
This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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 this information and the viewing, copying, or distributing of these materials.

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance



DRA 10 DETAILS



SECTION C-C

SCALE: 1" = 50' HOR., 1" = 5' VERT.

DRA 10 COORDINATE POINTS

DRA COORDINATE POINTS		
Point #	Northing	Easting
200	1657987.9716	507238.4179
201	1657995.3122	507243.2373
202	1658024.8532	507311.4178
203	1658054.3943	507379.5982
204	1658050.8399	507388.1928
205	1657946.5817	507431.6274
206	1657842.3235	507475.0621
207	1657833.2959	507470.9548
208	1657796.9966	507359.9294
209	1657760.6974	507248.9039
210	1657768.3013	507238.4179
211	1657878.1364	507238.4179
212	1657987.9716	507203.6179
213	1658011.4616	507210.6400
214	1658027.2438	507229.4021
215	1658056.9300	507297.9176
216	1658086.9207	507367.2199
217	1658086.3334	507398.0674
218	1658064.7376	507420.1022
219	1657959.6991	507463.8618

DRA COORDINATE POINTS		
Point #	Northing	Easting
220	1657854.6607	507507.6215
221	1657822.5664	507506.3321
222	1657800.5906	507482.9063
223	1657764.1055	507371.3123
224	1657727.6204	507259.7183
225	1657733.6524	507221.2924
226	1657768.3013	507203.6179
227	1657878.1364	507203.6179



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

DRA #10	Elevation	Area (ac)
Bottom	59	1.09
Top	67.7	1.87

DRAWN BY N.D.P.
CHECKED K.L.W.
DRAWING MASTER20-32
LAYOUT LAYOUT
JOB NO. 20-32
FILE NO. R-006
DATE JUNE 2021
SEC 22,23 TWP 18S RGE 18E

BURELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH: 352-489-4144 FAX: 352-489-4741

DAVIS RESERVE
CITRUS COUNTY, FLORIDA

DRA DETAILS

NO.	REVISION	DATE
1	ADDED DRA AREAS	10/1/21

KENNETH L. WARD, P.E.
STATE OF FLORIDA,
PROFESSIONAL ENGINEER,
LICENSE NO. 86607
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH L. WARD, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

SHT 11 OF 47

Attachment: 4c Supporting Docs BWD DRA (20121 : Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms, LLC)

W:\Davis Reserve\Production Drawings\Master\20-32.dwg, 11_DRA, 11/2/2021 8:08:55 AM

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Declaration of County Owned Properties as Surplus
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On November 30, 2021, the Board directed those proceeds from the sale of small residential County owned, surplus properties be earmarked for Affordable Housing and commercial and other large tracks of land be earmarked for the animal shelter unless any of said properties were purchased with designated or restricted revenue*.

The following properties have come to Citrus County via Warranty Deed. Staff is recommending these properties be declared surplus and request authorization to proceed with the sale of said properties pursuant to Florida Statute 125.35, Chapter 2, Article IV.I of the Citrus County Code and Administrative Regulation 8.03-2.

The appropriate steps have been taken to ensure that the County has no use for the properties at this time. Based on an Appraisal Report dated March 14, 2022:

- AK 1737524 - 9837 E Gulf to Lake Hwy, Inverness - 14,998 square feet/.34 acres, Gospel Island Fire Station - Appraised value $210,000
- AK 2341637 - 9658 S. Pleasant Grove Rd, Inverness - 12,960 square feet/0.30 acres, Pleasant Grove Fire Station - Appraised value $175,000
- AK 1945216 - 14300 W Ozello Trl, Crystal River - 25,223 square feet/0.58 acres, Ozello Fire Station - Appraised value $145,000

We are recommending that the Fire Station at 7705 S Florida Ave, Floral City - 19,374 square feet/.44 acres in Floral City appraised value $174,000 AK 1856485 be kept for storage for Animal Services until the new Shelter is completed.

*Designated revenue sources are those proceeds that are restricted or committed to expenditures for specified purposes (i.e., grants, enterprise funds, gas taxes, impact fees).

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 the declaration of 9837 E. Gulf to Lake Hwy., Inverness, Gospel Island Fire Station; 7705 S. Florida Ave., Floral City, Floral City Fire/EMS; 9658 S. Pleasant Grove Rd., Inverness, Pleasant Grove Fire Station; 14300 W. Ozello Trl., Crystal River, Ozello Fire Station, as surplus and authorize Land Section to proceed with the sale of said properties pursuant to Florida Statute 125.35, Chapter 2, Article IV.I of the Citrus County Code and Administrative Regulation 8.03-2.

b. Authorize staff to earmark proceeds for the animal shelter unless any of said properties were purchased with designated or restricted revenue.

The subject property was last inspected and photographed on March 10, 2022, the effective valuation date. The purpose of the inspection was to study the physical characteristics of each subject property and its inter-relationship with surrounding economic influences.

This appraisal report and its contents (including all market studies, analyses, opinions, projections and conclusions) was prepared according to my interpretation of appraisal standards and reporting guidelines provided by the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and Title XI of FIRREA (Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989). As well, the report complies with reporting guidelines which are required by the Appraisal Institute and which are recommended by member institutions of the Office of Thrift Supervision and the Office of the Comptroller of the Currency.

The market value estimate of this appraisal is subject to the Certification of Value and Statement of Assumptions and Limiting Conditions as noted on the following pages. As well, the value findings of this report are predicated upon all contingencies and special conditions stated within the report.

Based upon the market analyses presented within this appraisal report as well as my investigations and studies, it is my opinion that the estimates of Market Value, As-Is, of the fee simple interest in the subject properties as of March 10, 2022, are:

Parcel A -	9837 E. Gulf to Lake Hwy, Inverness	**$ 210,000**
Parcel B -	7705 S. Florida Ave, Floral City	**$ 174,000**
Parcel C -	9658 S. Pleasant Grove Rd, Inverness	**$ 175,000**
Parcel D -	14300 W. Ozello Trl, Crystal River	**$ 145,000**

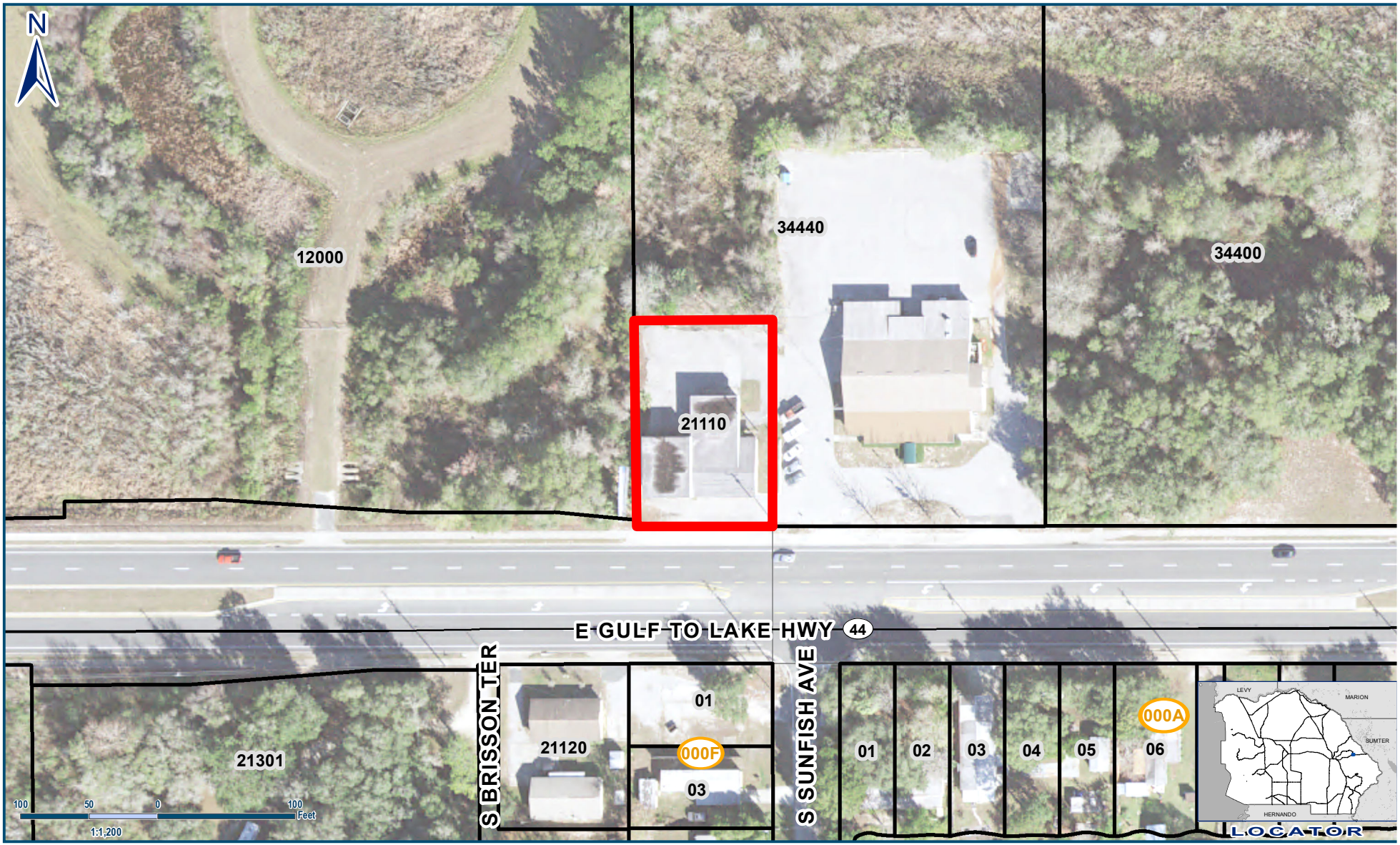
The following report presents all of the relevant factual data which resulted in the estimates of market value for the subject properties.

Respectfully submitted,

Tolle Appraisal Service, Inc.

Hugh E. Tolle, SRA
Cert Gen RZ 1679

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)



Legend

Subject Property

AK 1737524

9837 E Gulf to Lake Hwy, Inverness

Geographic Information Systems

Prepared By : R.W. Voak

Date: March 15, 2022

Source: Enterprise Geodatabase

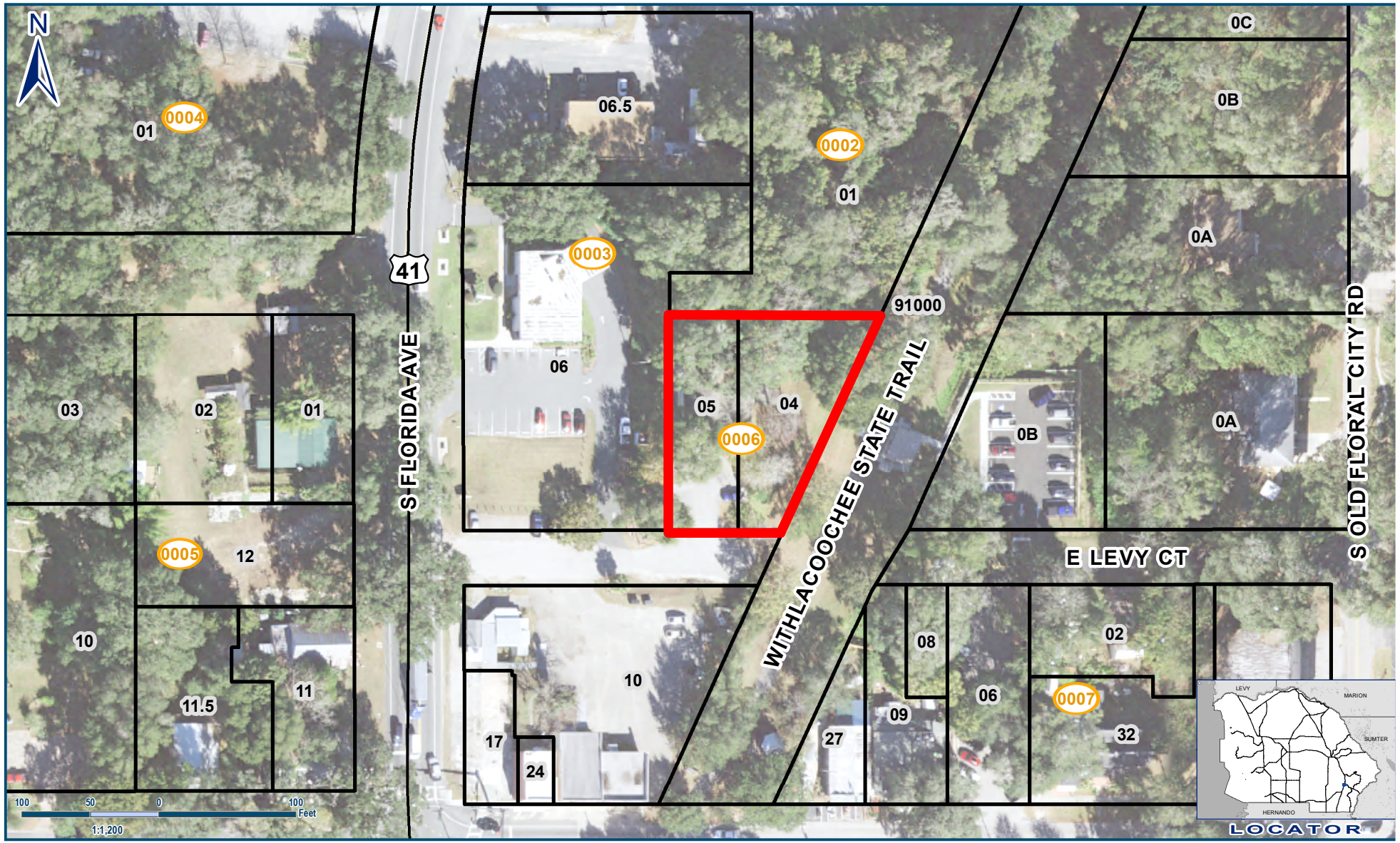
Map Number: BV000839

Cynthia P. Skelhorn
Director

This 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 printed. 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 this information and the viewing, copying, or distributing of these materials.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)



Legend

Subject Property

AK 1856485
7705 S Florida Ave, Floral City
F C I COMPANYS ADD TO FLORAL CITY
PB 1 PG 24 LOTS 4 & 5 BLK 6

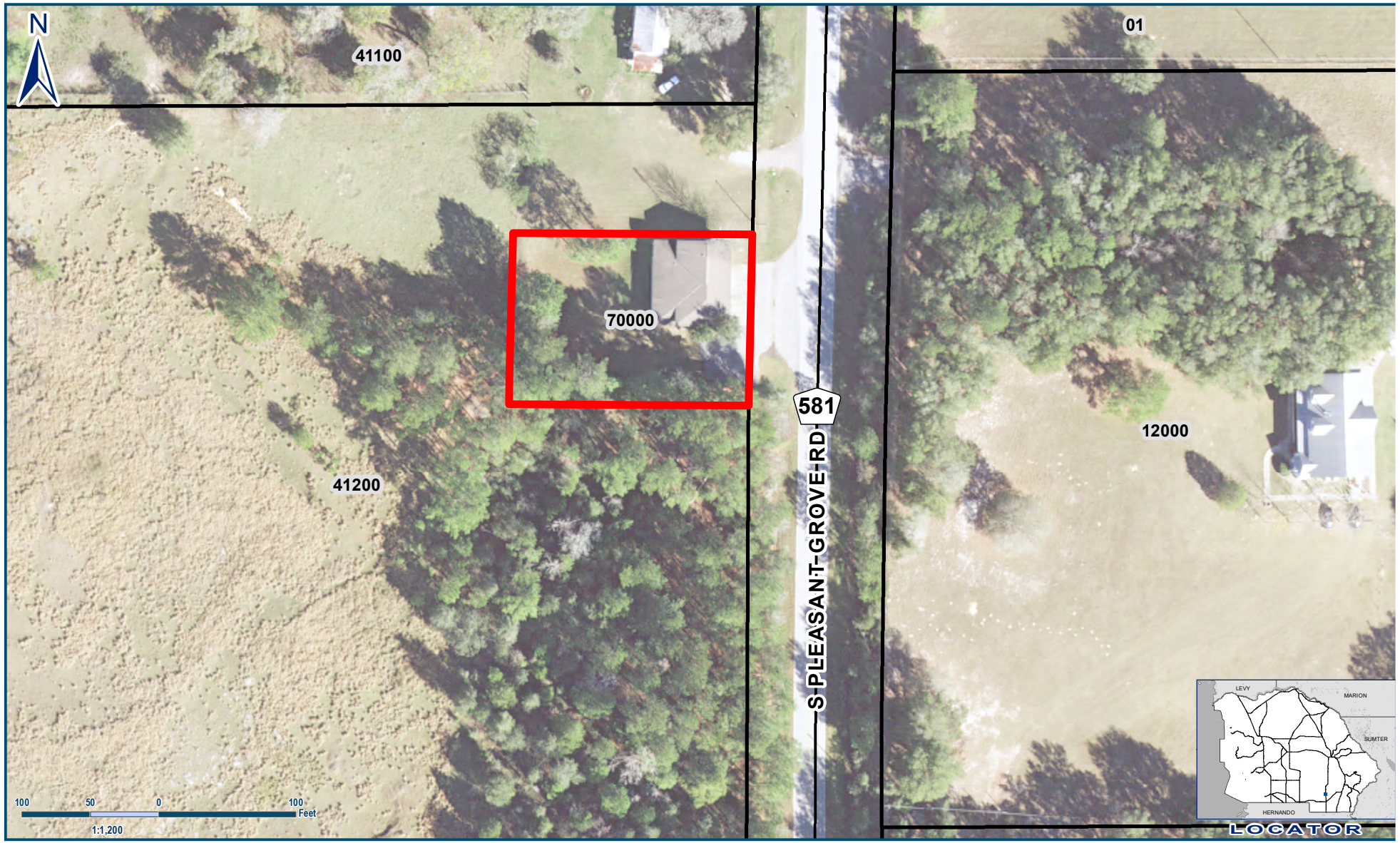
Geographic Information Systems

Prepared By : R.W. Voak
Date: March 15, 2022
Source: Enterprise Geodatabase
Map Number: BV000840

Cynthia P. Skelhorn
Director

This 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 printed. 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 this information and the viewing, copying, or distributing of these materials.



Legend

Subject Property

AK 2341637

9658 S Pleasant Grove Rd, Inverness

Geographic Information Systems

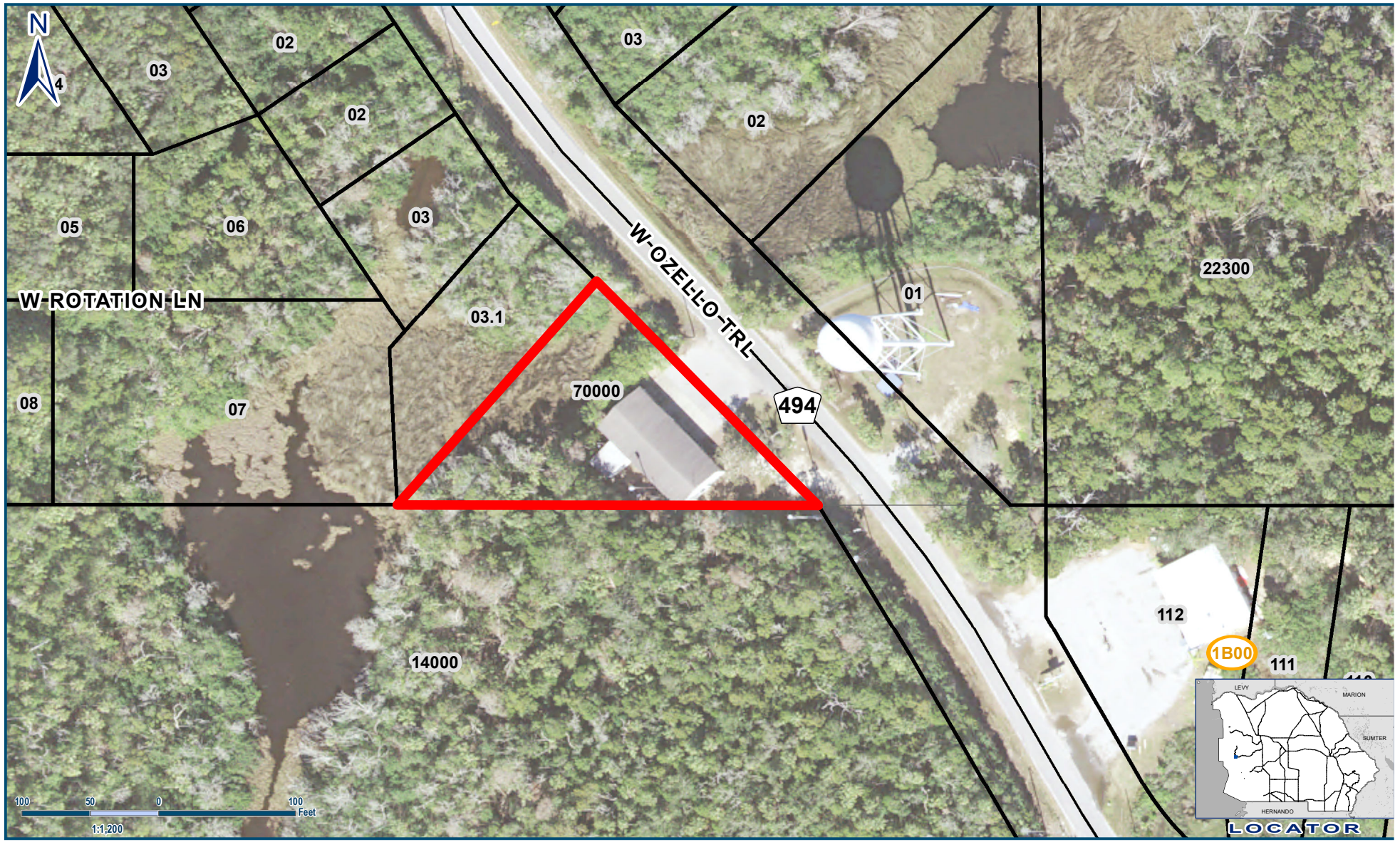
Prepared By : R.W. Voak
Date: March 15, 2022
Source: Enterprise Geodatabase
Map Number: BV000842

Cynthia P. Skelhorn
Director

This 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 printed. 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 this information and the viewing, copying, or distributing of these materials.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)



Legend

Subject Property

AK 1945216

14300 W Ozello Trl, Crystal River

Geographic Information Systems

Prepared By : R.W. Voak

Date: March 15, 2022

Source: Enterprise Geodatabase

Map Number: BV000841

Cynthia P. Skelhorn
Director

This 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 printed. 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 this information and the viewing, copying, or distributing of these materials.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

County of Citrus
Florida

Action Item
18599

Adopted
Nov 30, 2021 1:00 PM

Board Direction - Inventory List Appropriate for use as Affordable Housing.

Information

Department: Land Section
Category: Surplus Property
Sponsors:

Attachments

Printout
1b Supporting docs AH Inventory

RECOMMENDED ACTION

Approve and Authorize Staff to:

1. Dispose of County Owned surplus real property once it has been categorized as residential, commercial & other and it has been determined whether the properties were purchased with designated or restricted revenues. Designated revenue sources are those proceeds that are restricted or committed to expenditures for specified purposes (i.e., grants enterprise funds, gas taxes, impact fees). Land Section will determine which category "other" falls under.

2. Earmark funds from the sale of commercial and other large tracks of land to the animal shelter unless purchased with designated or restricted revenues.

3. Earmark funds from the sale of smaller residential properties to the local housing trust fund unless purchased with designated or restricted revenues.

4. At the appropriate time, prepare the 2022 Inventory List Appropriate for use as Affordable Housing with the remaining five residential properties previously earmarked for Affordable Housing and no new properties added.

Meeting History

Nov 30, 2021 1:00 PM Video **Board of County Commissioners** **Regular Meeting**

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G3: 1, 2, 3, and 4.

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

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

ADMINISTRATIVE REGULATION	AR: 8.03-2	DATE APPROVED
		February 14, 2012
SUBJECT:		ORIGINATING DEPARTMENT:
Acquisition and Sale of Property (Real Estate)		Administration

The following is intended to establish real estate acquisition and sale procedures for Citrus County. All real estate acquisition will comply with Florida Statutes and Citrus County Code, County Ordinance 97.05.

PROCEDURE: ACQUISITION

A. A Department, Division or Office shall make a written request, which must be signed by the Department Director and forwarded, to the Director of Engineering through the chain of command.

B. All acquisition action requires the Board of County Commissioners' approval.

C. If a survey/title search is necessary, Land Section will conduct or contract for the necessary research and/or work products.

D. An Expenditure Account number must be provided with all requests.

E. The Land Section shall prepare an Agenda Request and submit to the County Attorney for the Board of County Commissioners to formally accept and authorize recording of a deed and place an acceptance seal on the document.

PROCEDURE: SALE OF SURPLUS PROPERTY

A. Annually, the Department of Public Works will prepare a list of surplus properties for review and approval by the Board of County Commissioners. Land Section will verify with all departments that the properties are not necessary to fulfill requirements of the Comprehensive Plan, Facilities Plan or other Master Space Plan. The list will be divided into two categories: those properties that have a reasonable potential for public sale and those properties that have a low potential for sale and are recommended by staff for possible donation to not-for-profits. The Board shall add, delete, and modify categories of properties as they see fit.

B. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

C. Florida Statutes shall also control whether an appraisal will be required.

D. **For those properties approved by the Board for public purchase only:**

1. The Board of County Commissioners will determine if the property is to be sold by the bid process, or by another procedure established by local ordinance.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

2. Any public land offering shall establish a minimum bid threshold based on the appraised value as reflected in the current Property Appraiser's database. Only offers of at least 75% of the Property Appraiser's appraised value or higher will be placed on the Board agenda for consideration.

3. If the Board determines the bid process should be implemented, a bid package will be prepared.

4. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed.

E. **For those properties approved as eligible for donation to Not-for-Profits:**

1. Properties shown on the annual list of surplus properties shall be eligible for acquisition by qualified non-profit agencies for the purposes of promoting community interest and welfare.

2. A request for donation of a specific parcel must be made to the Land Section of the Engineering Division by a non-profit agency interested in acquiring County property. The request should outline the proposed public purpose use of the property as it relates to the not-for-profit's business activities, submitted on official letterhead, and signed by the agent/officer qualified to accept real property.

3. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

4. Florida Statutes shall also control whether an appraisal will be required.

5. Florida Statute 125.38, or its successor, shall control non-profit agency requests for property.

6. The non-profit agency shall provide proof of their corporate status as a 501(c)3 or 501(c)4 as defined in IRS Publication 557. The Land Section will verify non-profit status.

7. If a request is received from a qualifying non-profit agency, the Board of County Commissioners reserves the right to transfer the property to that agency through either sale (including sale at a reduced value) or donation, provided that such action is in compliance with applicable Florida Statutes.

8. Once a request is received and validated from a legitimate not-for-profit agency, it will be posted on the Land Section website and publicly in the lobby of the Lecanto Government Building for seven (7) calendar days giving other not-for-profits an opportunity to request the same property.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

9. In the event that requests are received from two (2) or more not-for-profit agencies for the same parcel, sufficient additional information may be requested for presentation to the Board of County Commissioners. The Board shall make the final decision as to which agency receives the donation. Consideration shall be given to items such as; proposed use, benefit to the general public, community support, proximity to the core function of the agency, and agencies that are currently housed in the facility to be donated.

10. Requests for donation of property to not-for-profits is limited to ten (10) conveyances per year.

11. Prior to transfer to not-for-profits following this section, the Board of County Commissioners must duly adopt a resolution finding that the transfer is for public or community interest and welfare. Consideration shall include the proposed purpose for which the property will be used. The resolution shall include the proposed price or that it is a donation. No advertisement shall be required.

12. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed. The Board of County Commissioners reserves the right to determine whether a reverter clause is required.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 8.03 dated May 25, 1999, Supersedes AR 8.03-1 dated July 27, 2010

ARTICLE IV.I. - REAL PROPERTY DISPOSITION PROCEDURES

Sec. 2-109. - Purpose.

This article is adopted for the purpose of setting forth the methods of disposition of surplus county real property. The county administrator or designee shall have the option of utilizing the statutory methods of disposal, this article, or any combination thereof.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-110. - Authority, purpose, and standards.

(a) This section is enacted under authority F.S. § 125.35 for the sale, leasing and donation of real property by the county when it is determined by the board of county commissioners (the "board") to be in the best interest of the county.

(b) Any of the procedures specified in this article may be used and applied, where applicable, by the board for the competitive or non-competitive sale or lease of any real property.

(c) At a minimum, persons or legal entities seeking to purchase or lease available county real property must be financially responsible and currently active, registered and in good standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of county real property are set forth in sections 2-111 through 2-114 below.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-111. - Declaration of surplus property.

(a) Any real property owned by the county may be declared as surplus upon:

(1) Presentation of a staff request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall review all real property held by the county as frequently as is needed to determine whether such property is unusable or no longer needed for county purposes or usable for affordable housing.

(2) Presentation of an interested party's request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall include a staff recommendation with the interested party's request.

(3) The board of county commissioners' own motion.

(b) When the board of county commissioners finds that any real property owned by the county is unusable or not needed for county purposes or usable for affordable housing, the board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this article.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-112. - Methods of disposal.

Once the real property has been declared surplus, the county administrator or designee shall recommend to the board of county commissioners a particular method of disposal as set forth in this section.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

(1) *Statutory competitive bidding.* In accordance with F.S. § 125.35(1), the county may sell, convey or lease any real property, whenever the board of county commissioners determines that it is in the best interest of the county to do so, to the highest and best bidder for the particular use of the property the board determines is the highest and best pursuant to the statutory procedures provided in F.S. § 125.35(1). Notice shall be published once a week for at least two weeks in a newspaper of general circulation, calling for bids on the property.

(2) *Private sale.* In accordance with F.S. § 125.35(2), the county may negotiate a private sale with an adjacent property owner when the board of county commissioners finds that the property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is $15,000.00 or less as determined by an independent appraisal or by the county property appraiser and of use only to the adjacent property owners. Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if, within ten days, two or more adjacent property owners indicate an interest to purchase the property, then the county administrator or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(3) *Property exchange.* In accordance with F.S. § 125.37, the county may exchange surplus real property for another parcel of real property, provided that the board of county commissioners has published a notice for at least two weeks in a newspaper of general circulation, before adoption of a resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(4) *Sale to government or nonprofit.* In accordance with F.S. § 125.38, upon a finding by the board of county commissioners that the property is required for use by another governmental entity or nonprofit entity, the county may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the board may fix. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a resolution duly adopted by the board, setting forth the following:

a. The facts of the application;

b. The purpose for which the property is to be used;

c. The rent and term of the lease or the purchase price and terms; and

d. A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(5) *Affordable housing.* In accordance with F.S. § 125.379, the county may sell, transfer, lease, or convey surplus real property to another governmental entity, a nonprofit entity, or a private entity or person to carry out the provisions of F.S. ch. 420, relating to affordable housing. The county may adopt requirements for such conveyances on a case-by-case basis and after recommendation by the affordable housing advisory committee, such as deed restrictions, percentage of affordable units for low-income, moderate-income and very low-income persons as defined in F.S. § 420.0004, and such other restrictions to insure that said property will be permanently preserved as affordable housing.

(6) *Alternative disposition procedures.* As authorized in F.S. § 125.35(3), the county may dispose of surplus real property through alternative procedures outlined in this subsection:

a. *Minimum base bid.* The county may sell, transfer, lease or convey real property through the minimum base bid procedures outlined in this subsection.

1. A minimum base bid for the lease or sale of real property may be determined by:

i. A written offer procured by a real estate broker; or

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

ii. An appraisal; or

iii. An unsolicited written offer made by a prospective lessee or purchaser.

2. After determining the minimum base bid, the county may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or $150.00, whichever amount is greater, as an earnest money deposit.

3. Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive and best bid. The offer of the prospective purchaser used to establish the minimum base bid, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the prospective lessee/purchaser. The county commission reserves the right to reject any bid, including the minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.

4. If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid shall be accepted by the county only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

b. *Negotiated sale.* The county may sell, transfer, lease or convey real property through the negotiated sale procedures outlined in this subsection through the use of a licensed real estate broker or through a public auction house in the following manner:

1. A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with county policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the county administrator or designee. The contract(s) shall be approved by the board of county commissioners. Notice of the board's intent to consider the contract(s) shall be given in accordance with the board's regular advertising procedures.

2. Any offer made to a licensed real estate broker for purchase of listed surplus property shall be brought to the board of county commissioners in the form of a purchase agreement. Notice of the board's intent to consider the purchase agreement shall be given in accordance with the board's regular advertising procedures. If the board approves the purchase agreement, then the chair shall be authorized to sign all required closing documents, including the deed.

3. For any real property dispositions made through public auction, the county shall establish a base reserve for the property.

c. *Request for proposals.* The county may sell, transfer, lease or convey real property through the request for proposals (RFP) process in the following manner:

1. The election to use the RFP process must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

2. Upon approval by the board, the county administrator or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the board of county commissioners.

3. If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser then the offeror may submit another proposal. If no other proposal is received, the original proposal shall be accepted, unless the original offer was deemed unacceptable and rejected before issuing the RFP. The county reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFPs are considered by the county commission.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-113. - Negotiation procedures.

(a) In determining the terms and conditions of the disposal of surplus property, the county administrator or designee shall take into consideration the following factors:

(1) The appraised value of the real property;

(2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the county Code;

(3) The proposed use of the party seeking to acquire the property; and

(4) The proposed use of the property for affordable housing.

(b) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-114. - Exemptions.

Notwithstanding anything in this article to the contrary, the county is expressly authorized to:

(1) Negotiate the lease of an airport or seaport facility;

(2) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or

(3) Lease a professional sports franchise facility financed by revenues received pursuant to F.S. § 125.0104 or 212.20.

(Ord. No. 2014-02, § 2, 3-25-14)

Secs. 2-115—2-140. - Reserved.

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

Select Year: 2021 Go

The 2021 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 125
COUNTY GOVERNMENT

View Entire Chapter

125.35 County authorized to sell real and personal property and to lease real property.—

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding paragraph (a), under terms and conditions negotiated by the board, the board of county commissioners may:

1. Negotiate the lease of an airport or seaport facility;

2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of $20 million; or

3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20 which may include commercial development that is ancillary to the sports facility if the ancillary development property is part of or contiguous to the professional sports franchise facility. The board's authority to lease the above described ancillary commercial development in conjunction with a professional sports franchise facility lease applies only if at the time the board leases the ancillary commercial development, the professional sports franchise facility lease has been in effect for at least 10 years and such lease has at least an additional 10 years remaining in the lease term.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is $15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402; s. 8, ch. 2013-213.

Copyright © 1995-2022 The Florida Legislature • Privacy Statement • Contact Us

Attachment: 1b Supporting Documents (20181 : Declaration of County Owned Properties as Surplus)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Section 8 Housing Choice Voucher Program Certification
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The U.S Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher Program increases affordable housing choices for very low-income households by allowing families to choose privately owned rental housing. HUD requires Public Housing Authorities (PHA's) receiving a funding increment in excess of $100,000 in budget authority to submit the HUD-50071 "Certification of Payments to Influence Federal Transactions" to the Financial Management Center as part of the annual Renewal of Housing Choice Voucher Program Increments process. The certification is a statement assuring that the Section 8 Housing Choice Voucher program funding will not be used to influence officers or employees of a Federal agency, a Member of Congress, or related staff in connection with the awarding of any Federal contract, grant, or any other related agreements unless disclosed on the HUD SF-LLL "Disclosure Form to Report Lobbying."

BUDGET IMPACT/FUNDING SOURCE:

NO BUDGETARY IMPACT

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the HUD 50071 "Certification of Payments to Influence Federal Transactions" as required by HUD.

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Citrus County, Florida

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Ronald E Kitchen, Jr Title: Chairman

Signature

Date (mm/dd/yyyy): April 12, 2022

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Attachment: HUD FORM 50071 (20160 : Section 8 Housing Choice Voucher Program Certification)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	CoreCivic and the Government of the Virgin Islands
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

CoreCivic of Tennessee, LLC has negotiated a new contract with the Government of the Virgin Islands (USVI) on behalf of the Virgin Islands Bureau of Corrections to house inmates at the Citrus County Detention Facility. The County will still continue to receive the $7.14 per diem administrative fee from CoreCivic, the administrative fees due to the County are subtracted from the County's monthly invoice paid to CoreCivic. CoreCivic of Tennessee, LLC is requesting Citrus County's approval of the new USVI contract. Please note Citrus County is only consenting to allow these inmates to be housed in the Citrus County facility and is not involved with receiving payments from the USVI. A letter from Core Civic is also attached.

BUDGET IMPACT/FUNDING SOURCE:

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

No Budget impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the contract between the Government of the Virgin Islands (USVI), CoreCivic of Tennessee, LLC, and Citrus County, Florida to house inmates.

OPCMR

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20___, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Bureau of Corrections (hereinafter referred to as "Government") and CoreCivic of Tennessee, LLC (hereinafter referred to as "Contractor") and with Citrus County Florida, by and through its Board of Commissioners (hereinafter referred to as "County") as owner of the Citrus County Detention Facility in Lecanto, Florida (hereinafter referred to as "Facility").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide off-island housing for Virgin Islands inmates on an ongoing basis, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(4), and performed services under Contract Nos. PC097BOC15 and P001BOCT20; and

WHEREAS, Contract No. P010BOCT21 expired pursuant to its terms on December 15, 2021, and the parties desire to continue their contractual relationship; and

WHEREAS, the Contractor represents that it is willing and capable providing such services; and

WHEREAS, the County is the owner of the Citrus County Detention Facility located in Lecanto, Florida and the Contractor operates the Citrus County Detention Facility; and

WHEREAS, the County approves of this Contract for the Government to house U.S. Virgin Islands inmates at the Citrus County Detention Facility in Lecanto, Florida with services to be provided by the Contractor; and

NOW, THEREFORE, in consideration of the compensation and mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

Contract No. _____ Contractor's Initials: MKH

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

1. SERVICES

The Contractor shall take custody of and house Virgin Islands inmates at the Citrus County facility, based on the Contractor's determination that space is available, and provide the services described in Addendum I (Scope of Services), attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The term of this Contract shall be from December 16, 2021, to December 15, 2023. Upon the date of execution of this Contract by the Governor of the U. S. Virgin Islands, this Contract shall become effective for the Term set out herein. The Government in its sole discretion shall have the option to renew this Contract for a period of one year subject to the same terms noted herein, by providing the Contractor with 60 days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed NINE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS ($9,855,000.00) during the term of the contract, for an amount not in excess of FOUR MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($4,927,500.00), per annum, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A ($ N/A).

5. RECORDS

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

6. PROFESSIONAL STANDARDS

The Contractor agrees to follow American Correctional Association ("ACA") standards in performing the services described in Addendum I.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government. Notwithstanding the foregoing, the Government will not have any rights to inspect or copy the Contractor's non-public financial records or proprietary information.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including, but not limited to, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government, whose consent will not be unreasonably withheld. Existing subcontracts or assignments are accepted by the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

The Government acknowledges that it will defend, at its own cost, any post-conviction actions, including without limitation, appeals and writs of habeas corpus filed by any inmate challenging the underlying judgment or conviction or the administration of the sentence imposed and all actions filed by inmates or others challenging the decision or right of the Government to place U.S. Virgin Islands inmates with Contractor at the Citrus County Detention Facility or any of the facilities listed on Schedule A-1.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and,

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)





OPCMR

at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims, provided no payment may be withheld until the Government has given the Contractor at least 30 days written notice to cure the failure to perform. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

Should the Government fail to make timely payments (including any grace periods) under the terms of this Contract, the Contractor may issue a 60-day written notices of its intent to discontinue services until payment is received and to return the inmates to the U.S. Virgin Islands at the additional expense of the Government. Should the Government continue to fail to make payment, all other remedies provided for herein may be applied.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on 60 days written notice to the other party specifying the date of termination. Termination shall be effected by delivering to the other party a Notice of Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which the termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 60-day notice.

18. PARTIAL TERMINATION

NOT APPLICABLE.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

20. CONFLICT OF INTEREST

(a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

(1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

(2) a territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this Contract, in its official capacity; and

(iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by email, facsimile, certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT
Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, VI 00802
Email: anthony.thomas@dpp.vi.gov
Telephone: 340-774-0828

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

Wynnie Testamark
Director
Bureau of Corrections
RR 1, Box 9909
Kingshill, VI 00850
Email: wtestamark@boc.vi.gov
Telephone: 340-773-6309

CONTRACTOR
Cole Carter
General Counsel
CoreCivic of Tennessee, LLC
5501 Virginia Way
Suite 110
Brentwood, TN 37027
Email: Cole.Carter@CoreCivic.com
Telephone: 615-263-3000

COUNTY
Ronald Kitchen, Jr.
Chairman
Citrus County Commissioners
110 North Apopka Avenue
Inverness, FL 34450
Email: Brian.Coleman@CitrusBOCC.com
Telephone: 352-341-6560

22. LICENSURE

The Contractor covenants that it has obtained all of the applicable licenses or permits, temporary or otherwise, as required by federal and state law where the services are being performed, to perform under this Contract.

23. OTHER PROVISIONS

Addenda I and II, and Schedule A-1, attached hereto, are a part of this Contract and are incorporated herein by reference.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

(a) COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than five million dollars ($5,000,000.00) for any one person per occurrence for death or personal injury and five million dollars ($5,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)





OPCMR

(b) PROFESSIONAL LIABILITY: Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than five million dollars ($5,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.

(c) WORKERS' COMPENSATION: Contractor shall supply current coverage as required in the jurisdiction where services are provided.

(d) MOTOR VEHICLE LIABILITY: Contractor shall provide coverage to include no-fault coverage with limits of liability not less than two million five hundred thousand dollars per occurrence. Coverage shall also include all non-owned vehicles and hired vehicles.

28. LIMITATION OF CONTRACTOR LIABILITY

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed Four Million, Nine Hundred Twenty-Seven Thousand, Five Hundred Dollars and 00/100 Cents ($4,927,500.00), per annum, and in no event shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits or good will) related to this Contract.

(b) The limitation of liability provided for in subsection (a) of this Section shall not apply in the event of gross negligence, reckless conduct, or willful misconduct on the part of the Contractor, its employees, agents or subcontractors, which event of gross negligence, reckless conduct, or willful misconduct shall include, but in no way be limited to or by, the following:

(1) Transmission of communicable diseases;
(2) Sexual misconduct;
(3) Acts performed while under the influence of alcohol, narcotics, hallucinogenic agents or which results from substance abuse; and
(4) Personal injury caused by or incurred at the discretion of Contractor, its employees, agents or independent contractors, where Contractor, its employees, agents, or independent contractors, knew or should have known that their action, or inaction, would result in such injury.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

29. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: **GOVERNMENT OF THE VIRGIN ISLANDS**

_____ _____ _____
Wynnie Testamark, Director — Date
Bureau of Corrections

_____ _____ _____
Anthony D. Thomas, Commissioner — Date
Department of Property and Procurement

CORECIVIC OF TENNESSEE, LLC

_____ _____ 1/24/22
Natasha K. Metcalf — Date
Vice President, Partner Contracts Counsel

CITRUS COUNTY, FLORIDA

_____ _____ _____
Ronald E. Kitchen, Jr. — Date
Chairman

(Corporate seal, if Contractor is a corporation)

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

APPROVED:

_____ Date: _____

Honorable Albert Bryan Jr.
GOVERNOR OF THE U.S. VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO._____

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and CoreCivic of Tennessee, LLC.

_____
Anthony D. Thomas, Commissioner
Department of Property and Procurement

Contract No. _____ Contractor's Initials: ____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

SCHEDULE A-1
(List of Eligible Contractor Facilities)

Citrus County Detention Facility, located at 2604 Woodland Ridge Drive, Lecanto, FL

Central Arizona Florence Correctional Complex (CAFCC), located at 1155 N. Pinal Pkwy, Florence, AZ

Saguaro Correctional Facility, located at East 1250 Arica Road, Eloy, AZ

Tallahatchie County Correctional Facility, located at 295 U.S. Hwy 49 South, Tutwiler, MS

The Government shall be permitted to view the abovementioned facilities, after which it may submit written approval and/or comments within 60 days thereof. The Government reserves the right to request the transfer of Virgin Islands inmates from any non-compliant facility to any other abovementioned facility, compliant with Virgin Islands law and consistent with the terms and conditions of this contract. Should all the facilities listed above fail to comply with Virgin Islands law and the requirements of this contract, or should the Contractor determine that space is not available at these facilities, Contractor shall provide the Government with an alternate list of compliant facilities or advise the Government that it is unable to comply with the terms of this Contract within five days of said determination, notice or inquiry. Any request to transfer Virgin Islands inmates out of a non-compliant facility shall occur within 60 days of a site visit, unless Contractor provides evidence, to the satisfaction of Government, that the non-compliance has been remedied within 30 days of the request for transfer.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

ADDENDUM I
Scope of Services

Contractor shall perform the following services:

Contractor shall safely house, confine, secure, control, and supervise adult inmates at the approved facilities pursuant to this contract and standard of care prescribed by the Constitution of the United States, and the American Correctional Association. Further, subject to, and in accordance with the provisions of this Contract, Contractor shall provide Virgin Islands inmates care consistent with the individual Virgin Islands inmate's needs and custody level, as prescribed by 5 VIC §§ 4501(3) and 4503(c). The standard of care shall include educational and/or vocational programs designed to facilitate the rehabilitation of inmates. Contractor shall furnish Virgin Islands inmates with subsistence and all necessary routine and emergency medical care; provide for their physical needs (to include issuing inmate uniforms); retain them in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed.

Contractor shall faithfully observe all provisions of this contract; provide for the general health, safety, and welfare of Virgin Islands inmates entrusted to the care and custody of Contractor, and otherwise comply with applicable law.

RESPONSIBILITIES OF CONTRACTOR

A. **Care and Custody of Virgin Islands Inmates**. It shall be the responsibility of Contractor to confine, secure, control, and supervise Virgin Islands adult inmates at Citrus County Detention Facility pursuant to this Contract. Further, subject to, and in accordance with the provisions of this Contract, Contractor shall provide Virgin Islands inmates care consistent with the individual Virgin Islands inmate's needs and that which is consistent with 5 VIC § 4503(c). Contractor shall furnish Virgin Islands inmates with subsistence and all necessary routine and emergency medical care; provide for their physical needs (to include issuing inmate uniforms); retain them in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; and otherwise comply with applicable law.

B. **Inmate Management**. Contractor shall assume direct custody, supervision and control of Virgin Islands inmates upon their placement at the Facility pursuant to this Contract. Virgin Islands inmates shall be deemed to be under the joint supervision and control of the Government and Contractor; however, the Government shall retain ultimate authority over all decisions related to management of Virgin Islands inmates, pursuant to this Contract. Contractor

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

shall make available to Virgin Islands inmates work, educational, and vocational programs to reduce idleness and increase their marketable skills.

C. **Staffing.** Contractor agrees to maintain staffing levels in accordance with ACA standards and in sufficient numbers and rank to adequately maintain custody control and carry out the provisions of this Contract.

D. **Housing of Inmates**. Virgin Islands inmates shall be housed in double occupancy cells. However, upon prior written approval by the Government, Contractor may house Virgin Islands inmates in dormitories as a management tool. Virgin Islands inmates shall not be transferred and/or housed in a correctional institution other than the Citrus County Detention Facility, without prior written approval of the Government.

E. **Notification of Escapes**. In the event of the escape of a Virgin Islands inmate from Contractor's physical custody, Contractor shall in addition to efforts to apprehend such inmate, immediately notify the Government by telephone. Contractor shall also notify the Government in writing as soon as possible, but no later than the first working day after the escape. Contractor shall take all action necessary to affect the apprehension of the escaped inmate, and shall bear all reasonable and necessary expenses incurred related to the escape, apprehension and return of Virgin Islands inmates to the Facility from which the escape occurred. Contractor shall promptly notify local law enforcement officials regarding escapes and major incidents, and shall have developed and implemented a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, sexual misconduct/assault or other situations requiring assistance from city, county or state law enforcement agencies. Contractor shall provide a copy of this procedure to the Government.

F. **Inmate Deaths**. In the event of the death of a Virgin Islands inmate, Contractor shall immediately notify the Government. Contractor shall request the coroner of the local jurisdiction to review all deaths. Contractor shall return the inmate's file, medical records, property and funds to the Government within five business days after the inmate's death. The Government shall furnish instructions and information to Contractor regarding the disposition of the body. The Government shall make all family notifications. All expenses relative to examination, preparation and shipment of the body shall be reimbursed by the Government. The provisions of this Paragraph shall govern only the relationship between the Government and Contractor and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

G. **Medical Care**. The per diem rate described in Addendum II shall cover routine on site comprehensive health care, including medical, mental health, vision and dental care for Virgin Islands inmates in accordance with ACA standards, community standards and Federal law.

(i) Consistent with applicable law the Government shall not transfer to Contractor's custody any inmate who was hospitalized within the prior 30 days, inmate(s) diagnosed with renal disease, neurological conditions, cancer, HIV/AIDS, Hepatitis C, blood deficiencies, chronic cardio-pulmonary disease (excluding hypertension)

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

mental health Axis 1 diagnosis, physical handicap, tuberculosis, history of suicide attempts or currently receiving specialty medical care without prior consent of the Contractor. Specialty medical care is defined as non-routine care, including, but not limited to, the conditions in the preceding sentence, acute mental health care, serious trauma or other conditions or treatments not specifically mentioned in this subsection that may be determined by Contractor to qualify as specialty medical care on a case-by-case basis. If any such inmate is knowingly transferred to Contractor, the Government shall retake physical custody of the inmate as soon as possible, shall assume all responsibility for the inmate's medical expenses while the inmate is in Contractor's custody, and shall be responsible for the costs of transporting the inmate from Contractor's custody.

(ii) Upon transfer of an inmate who is under a physician care and prescription medication(s), the Government shall provide a five-day supply of medications when possible. If the Government is unable to provide a five-day supply of medications, the Government must notify Contractor and shall reimburse Contractor for a five-day supply of those medications not sent with the inmate at time of transfer. Only physician ordered medications, not over the counter drugs and preparations are billable to the Government outside of the per diem for new arrivals at the Facility. All invoices must include a copy of the prescription and payment receipt.

(iii) The cost of routine on-site health care services is included in the per diem rate described in Addendum II, for medical, dental, vision and mental health care, including nurse call, medical doctor sick call, pill call, pharmaceuticals, over the counter medications, laboratory services, simple x-rays, medical equipment and supplies.

(iv) Contractor shall be reimbursed by the Government for the costs of specialty, non-routine health care services, whether provided on or off-site for medical, dental and vision care and all hospitalizations. Except when emergency care is required, such services must be authorized in advance by the Government. Contractor shall notify the Government within 24 hours of a Virgin Islands inmate receiving emergency medical care and provide documentation of same.

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

(v) The Government shall reimburse Contractor for all emergency medical transportation, including life flights. Contractor shall be responsible for the cost of local transportation for off-site specialty health care services.

(vi) The Government shall reimburse Contractor for twenty-four-hour coverage, provided by Contractor, associated with off-site medical care and hospitalizations, commencing with the initiation of treatment at the then-current per hour per officer rate.

(vii) All billable services outside the per diem must be listed on an invoice, by inmate name and number, and have supporting documentation attached. Contractor shall be responsible to directly pay the outside provider for such services, and then seek reimbursement for same from the Government as described above.

(viii) Contractor shall be responsible for ensuring that the Government has access to reports of any medical, mental health or dental issues or incidents involving Virgin Islands inmates.

(ix) Health care records shall be provided by the Government and managed by Contractor in accordance with ACA standards. Further, Contractor shall include in said Government records any new health care information on Virgin Islands inmates. All original health care records prepared pursuant to this Contract shall be maintained in the sole possession, custody and control of Contractor and/or its sub-Contractor health care provider. At the expiration of this Contract or when a Virgin Islands inmate is released from institutional supervision, all such records shall be delivered by Contractor to the Government. Contractor may make copies of those records at its own expense. Health care records include all medical, mental health and dental records that are recorded on paper, micrographics, computer electronics, audio tapes, film, photographs, videotapes, and any other recording medium.

H. **Access to Courts**.

(i) Contractor shall provide Virgin Islands inmates with constitutionally required access to the courts. Access to the courts means provision of those legal resources necessary to enable inmates to adequately prepare initial pleadings in non-frivolous civil rights actions contesting current conditions of confinement and collateral attacks on their criminal convictions. Contractor's responsibility to

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

provide legal resources to Virgin Islands inmates shall be limited to providing general federal legal reference materials. Access shall also include that provisions be made for inmates to obtain copies of materials for filing claims. The cost of such copies may be charged to non-indigent inmates as determined in Contractor's policies. Further, Contractor shall facilitate timely telephone contact and prompt processing of legal mail between Virgin Islands inmates and their attorney for said purposes.

(ii) Access to courts also includes provision of all electronic equipment and services at the Facility to ensure inmates timely appearance at court proceedings via video conference.

I. **Religious Activities**. Contractor shall provide religious activities for Virgin Islands inmates according to their religion, inmate's security status, and pursuant to ACA standards.

J. **Property Allowances**. Contractor shall be responsible for proper handling and safekeeping of Virgin Islands approved inmate personal property allowance. Virgin Islands inmates shall be allowed property which is consistent with the safe and orderly operation of the Facility.

K. **Inmate Funds**. Contractor shall be responsible for proper handling, safekeeping and accounting of Virgin Islands inmate funds. A procedure for accounting of funds shall be established and based upon generally accepted accounting principles (GAAP). Statements shall be provided to Virgin Islands inmates on a monthly basis. Any funds of an individual Virgin Islands inmate shall be provided to Contractor within five business days of Virgin Islands inmate transfer. Within five business days after the Virgin Islands inmate is transferred back to the Virgin Islands system, Contractor shall provide funds, in the form of a check made payable to the Government in the amount due the Virgin Islands inmate, for credit to the Virgin Islands inmate's account.

L. **Visitation**. Contractor shall provide physical space, furniture and supervision for visitation with Virgin Islands inmates with persons authorized to visit in accordance with the inmate's security status and pursuant to ACA standards. Contractor shall establish schedules and policy for said visitation within 30 days of transfer to the Facility.

In addition to providing physical space for visitation, Contractor shall provide electronic equipment and services at the Facility to facilitate inmate visitation/video conferencing from the Facility with relatives in the Virgin Islands.

M. **Food**. Contractor shall provide Virgin Islands inmates with a nutritionally balanced, varied diet of adequate portions of food pursuant to ACA standards. All menus shall be

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

approved by a registered dietician or nutritionist and all meals will be prepared in compliance with the approved menus. Contractor shall provide special meals, which meet medical or religious requirements as required for Virgin Islands inmates. Special medical meals must meet the nutritional requirements as prescribed by a medical doctor.

N. **Classification**. Inmates housed pursuant to this Contract shall be of a custody and classification consistent with Contractor's policies and procedures and the rules and regulations of the state of incarceration. Inmates housed pursuant to this Contract shall not be reduced in custody classification unless agreed to in advance by the Government. However, Contractor shall have the right to increase the custody classification of inmates in a manner consistent with its policies and procedures and shall notify the Government within 72 hours of such action.

O. **Disciplinary Actions**. Virgin Islands inmates shall be subject to Contractor's disciplinary policy.

(i) Disciplinary actions by Contractor against Virgin Islands inmates, at a minimum, must:

(a) Be reasonable and proportionate in relation to the violation;
(b) Be taken in an impartial and nondiscriminatory manner;
(c) Not be arbitrary or retaliatory;
(d) Not be physically abusive; and
(e) Be accurately reported in detail to the Government within 24 hours of the date the action is ordered, except if the action is ordered on the weekend, reporting will occur on the next business day.

(ii) The Government shall make all determinations regarding the granting or removal of statutory good time. Contractor will provide the Government with the reports and other information that may be requested by the Government.

P. **Records**. Contractor shall compile and maintain a complete file of each Virgin Islands inmate, including all records, communications, and other written materials, which pertain to the operation of inmate programs or the delivery of services to Virgin Islands inmates under this Contract, including medical, counseling, classification and disciplinary documents, in individual files. Such files and records will be deemed to be property of the Government, shall be available for inspection by the Government, and shall be returned to the Government upon discharge of a Virgin Islands inmate from the Facility. Contractor may keep copies of said records as may be necessary to resolve any matters, which may be pending. Upon resolution of the matter, those copied records may be destroyed by Contractor. Notwithstanding the foregoing, the Government

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

will not have any rights to inspect or copy Contractor's non-public financial records or proprietary information. No files or records in which a Virgin Islands inmate is individually identifiable by name shall be released to any third party without written, advance authorization of the Government.

Q. **Clothing and Hygiene Items**. Contractor shall provide to Virgin Islands inmates sufficient outer and under clothing and bedding necessary for climatic conditions and will provide periodic laundry service. Contractor shall also provide basic hygiene and cleaning items for Virgin Islands inmates. Additional hygiene items and other goods may be made available to Virgin Islands inmates through canteen/commissary, pursuant to Contractor's policies. Contractor shall provide commissary items to Virgin Islands inmates without discrimination and at prices comparable to those in the local community for comparable items.

R. **Humane Treatment/Use of Force**. Contractor shall provide humane treatment to Virgin Islands inmates, free from unnecessary and wanton infliction of pain, grossly disproportionate treatment in light of their convictions, deliberate indifference to safety, health and welfare or other cruel and unusual punishment. Contractor shall provide to the Government copies of its policies regarding use of force. Contractor may use reasonable force as required and as authorized by ACA standards and Contractor's policies. Contractor shall notify the Government by telephone within 12 hours of a use of force incident and shall forward a written report of the incident to the Government within 24 hours of its occurrence.

S. **Recreation**. Contractor shall provide Virgin Islands inmates with Facility and reasonable opportunities for indoor and outdoor recreation, in accordance with the inmate's security status and pursuant to ACA standards.

T. **Inspection and Audit**. Contractor shall allow the Government access to the Facility and to Virgin Islands inmates for purposes of inspection and contract compliance monitoring. Designated Government representatives shall have access to reasonable work space and to any and all books, documents, papers and records necessary to monitor contract compliance and shall have copies provided upon request at reasonable expense to the Government. Notwithstanding the foregoing, the Government will not have any right to audit, inspect or copy Contractor's non-public financial records or propriety information or records related to non-Virgin Islands inmates.

U. **Grievance Procedure**. Contractor shall make available to Virgin Islands inmates an inmate grievance procedure in accordance with ACA standards for review of inmate complaints regarding conditions of confinement, treatment by Contractor's staff, and other matters affecting them personally.

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

V. **Publication of Rules**. Contractor shall provide Virgin Islands inmates with copies of its Inmate Handbook, written rules, policies and procedures governing inmates' conduct, rights, privileges and programs. Except as otherwise provided herein, such rules shall be developed by Contractor. Any changes to such rules shall be in writing and copies shall be provided to Virgin Islands inmates.

W. **Release of Virgin Islands Inmates**. At the Government's expense, each Virgin Islands inmate shall be returned to the custody of the Government upon written direction of the Government, on or before the date on which his sentence is completed. Notwithstanding anything contained herein to the contrary, any Virgin Islands inmate housed in the Facility to be released from the custody of Government shall be released from custody only in the Virgin Islands. Under no circumstances shall any Virgin Islands inmate housed in the Facility be released from custody by Contractor or the Government outside of the Virgin Islands, except for inmates being released to the custody of the United States Immigration and Customs Enforcement Agency, or another agency of the federal government. The Government shall pay for the return of any Virgin Islands inmate from the Facility to the custody of the Government and for the transfer of any Virgin Islands inmate from the Facility into the custody of another agency or contractor, for whatever reason.

RESPONSIBILITIES OF THE GOVERNMENT

A. **Inmate Selection**. The Government shall identify and select inmates eligible for placement in the Facility under the laws of the state of incarceration and in compliance with the terms of this Contract.

(i) Before the transfer of a Virgin Islands inmate to the Facility, separate information packets shall be sent by the Government for each Virgin Islands inmate to be transferred at least 20 days prior to the time the inmate will be transferred. The information packets shall consist of the following: the name of the inmate; the date the inmate will be transferred to the Facility; the inmate's security level as determined by the Government; the criminal history and institutional behavioral records for the inmate; full information and all necessary documents relating to the case history; physical, clinical and medical records to include medical clearance in the form of a negative PPD and/or chest X-ray and executed medical release certifying that the inmate has not been diagnosed with tuberculosis; judicial and administrative rulings and orders relating or pertinent to the inmate and the sentences, if any, pursuant to which confinement is to be had or to continue; information relative to the inmate's participation in a Security Threat Group (STG); identification data, photographs, and fingerprints.

(ii) After a thorough review of Inmate information packets, Contractor shall provide

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

the Government written notification for inmates found ineligible for placement in the Facility under the terms of this Contract. Contractor also reserves the right to refuse or return Virgin Islands inmates when, based on reasonable cause, Contractor determines that admission or continued housing of the inmate would pose an elevated risk of harm to other inmates; Facility' employees; or other persons. The Government shall be responsible for transportation to return such inmates to the Virgin Islands pursuant to Section D. Transportation.

B. **Ownership of Records**. All inmate records provided to Contractor pursuant to Paragraph 5 hereof shall remain the property of the Government, shall be returned to the Government, upon discharge of a Virgin Islands inmate from the Facility, and shall be treated as privileged and confidential by Contractor.

C. **Good Time Credits**. The Government shall make all determinations related to good time allowances. Contractor will provide the Government with the reports and other information that may be requested by the Government.

D. **Transportation**

(i) Contractor will be responsible for the costs to transport Virgin Islands inmates to ramp-up the Facility inmates. After the ramp period, the Government shall be responsible for the costs of transportation of Virgin Islands inmates from the Government to the Facility and to return any Virgin Islands inmate from the Facility to the custody of the Government and for the transfer of any Virgin Islands inmate from the Facility into the custody of another agency or another contractor, for whatever reason. The Government shall coordinate with Contractor for the number and schedule of Virgin Islands inmates to be brought to the Facility. The Government shall be responsible for any additional transportation of inmates except at provided in Section G Medical Care.

(ii) Contractor agrees to immediately relinquish custody of any Virgin Islands inmate upon demand of the Government. No Virgin Islands inmate shall be released from custody except as provided in Responsibilities of Contractor Section W above.

E. **Ultimate Authority**. The Government shall retain ultimate authority over any decision related to supervision, custody or control of each Virgin Islands inmate.

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

F. **Cooperation**.

(i) In performing its obligations under this Contract, Contractor and the Government shall fully cooperate with each other in good faith, to the extent that no privilege is waived or compromised, on all material safety, regulatory or public relations matters where litigation arises or is threatened, or there are grounds for litigation known to the Government arising out of or in connection with this Contract as soon as the Government is aware of the same, where such matters affect the performance of Contractor's services hereunder. The Government shall cooperate with Contractor generally, and in particular, provide to Contractor timely and complete information, policies and procedures relevant to Contractor's performance of its obligations under this Contract.

(ii) The Government shall provide, at its own expense, an advocate to liaise between Contractor and Government to provide for health, safety, and welfare of Virgin Islands inmates in custody at any Facility.

GENERAL PROVISIONS

A. **Amendments**. No changes, modifications, revisions or amendments to this Contract shall be made hereto without the prior written consent or agreement of the parties hereto. Changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Should any changes to relevant regulations, laws, or codes which materially increase the cost of performance of the services or obligations of Contractor hereunder, the Government agrees to negotiate with Contractor for appropriate changes to the scope or price of this Contract or both.

B. **Americans with Disabilities Act**. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and any properly promulgated rules and regulations related thereto.

C. **Disputes.** If a dispute arises under this contract, and if the dispute cannot be settled through negotiations between the parties, the parties agree to settle the dispute by mediation. If the mediation should fail to resolve any controversy, claim or dispute, either party may proceed

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

by filing an appropriate action in a court of competent jurisdiction in the United States Virgin Islands.

D. **Assignment/Contract Not Used as Collateral**. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract to an entity not a wholly owned subsidiary or affiliate of the Contractor or the Government without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral or any financial obligation, without the prior written permission of the Government.

E. **Availability of Funds**. Each payment obligation of the Government is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Contractor, the Contract may be terminated by the Government at the end of the period for which the funds are available and the Government shall promptly retake custody of its inmates. The Government shall notify Contractor at the earliest possible time, but not less than 60 days in advance (Notice Period), of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Government in the event this provision is exercised, and the Government shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Paragraph beyond the Notice Period. This Paragraph shall not be construed to permit the Government to terminate this Contract to acquire similar services from another party.

F. **Compliance with Laws**. Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

G. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by either party in the performance of this Contract shall be privileged and confidential unless written permission is granted by the other party for its release. Neither party is required to obtain permission from the other party to disclose documents or any other information which it is required by law to disclose.

H. **Entirety of Contract**. This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. **Force Majeure**. Neither the Government nor Contractor shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions,

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

freight embargoes, pandemics and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, makes reasonable efforts to limit delay in performance to that required by the event, and takes all reasonable steps to minimize delays and impact to Virgin Islands inmates. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

J. **Representations and Warranties.** Each party represents that its execution, delivery and performance of this Contract is made in good faith and is duly authorized; this Contract has been duly executed and delivered by authorized signatories; and, this Contract constitutes its legal, valid and binding obligation. Each party also agrees that its execution, delivery and performance of this Contract does not and will not result in a breach or violation of, or constitute a default under any law, or any agreement, contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

K. **Government represents and warrants as follows:**

(i) The U.S. Virgin Islands is a United States territory and is governed by the laws of the United States Virgin Islands.

(ii) The laws of the U.S. Virgin Islands authorize the Government to enter into this Contract and the transactions contemplated hereby; and to carry out its obligations under this Contract.

(iii) The officers of the Government executing this Contract have been duly authorized to execute and deliver this Contract under the terms and provisions of a resolution of the Government's governing body or by other appropriate official action.

(iv) The Government has complied with all open meeting laws, all public contracting laws and all other territorial and federal laws applicable to this Contract.

(v) No employee of the Government is now or will be an owner, employee, officer, or director of Contractor or its sub-Contractors during the term of this Contract.

L. **Contractor represents and warrants as follows:**

(i) That it is an Independent Contractor and shall not be considered agents or employees of the other party for any purpose. Contractor shall be solely responsible for the payment of all of their respective Federal, State and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing a party or its agents and/or

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on the behalf of the other party. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Government employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

(ii) Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. The Government at its discretion may terminate this Contract without liability to the Government, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee that Contractor may have paid to secure this Contract.

(iii) Contractor warrants that it shall operate and manage the Facility in accordance with the ACA Standards, warrants that the Facility is accredited by the ACA and shall maintain accreditation during the term of this contract.

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

Contract No. _____ Contractor's Initials: _____

OPCMR

ADDENDUM II
Compensation

In consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), the Government agrees to pay Contractor a rate of Seventy-Five Dollars and Nineteen Cents ($75.19) per day for each inmate housed at the Facilities during the term of this Contract, for an amount not to exceed NINE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS ($9,855,000.00) during the term of the contract, for an amount not in excess of FOUR MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($4,927,500.00), per annum. If this Contract remains in effect on December 16, 2022, and on each subsequent December 16th that the Contract remains in effect, the per day rate shall increase in accordance with the change in the Consumer Price Index for All Urban Consumers for the 12-month period ending the previous September, but in no event shall the per day rate increase by less than 3%.

1. The Contractor shall submit an original invoice (electronic or hard copy) every month to the address designated in the Contract. An invoice must include:

    a. Name and address of the Contractor;
    b. Invoice date and number;
    c. Detailed description of the number of inmates housed, location, and the number of days housed at a facility;
    d. Any additional/incidental/reimbursable services performed under Addendum I (Scope of Services) must be supported by receipts and/or invoices; and
    e. Name and address of official to whom payment is to be addressed.

2. During the term of the Contract, the Government shall request the services of the Contractor based on the deliverables outlined in Addenda I and II. All invoices shall be subject to review and approval by the Government. Upon review of an invoice, the Government may request additional supporting documentation from the Contractor. The Government shall use its best efforts to pay the invoice in full or give a written explanation for non-payment of any contested portions of the invoice within 30 days of receipt. Failure of the government, despite its best efforts, to respond to an invoice within 30 days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires the Contractor's services.

3. Invoices may be submitted electronically (billing@boc.vi.gov) or in writing to:

Contract No. _____ Contractor's Initials: _____

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

OPCMR

Virgin Islands Bureau of Corrections
Government of the Virgin Islands
Bureau of Corrections
9909 Industrial Park
Kingshill, VI 00850-9970

Attachment: USVI Contract 1.25.2022 to Board (20175 : CoreCivic and the Government of the Virgin Islands)

Contract No. _____

Contractor's Initials: _____

CoreCivic
Natasha K. Metcalf
Vice President, Partner Contracts Counsel

February 3, 2022

Via email to: Randy.Oliver@citrusbocc.com
Mr. Randy Oliver
Citrus County Administrator
3600 W. Sovereign Path
Suite #267
Lecanto, FL 34461

Re: Contract for Professional Services by and between the Government of the Virgin Islands, on behalf of the Bureau of Corrections and CoreCivic of Tennessee, LLC and with Citrus County

Dear Mr. Oliver:

Per your request, please accept this letter as written confirmation that CoreCivic will continue to house and care for inmates assigned to the Citrus County Detention Facility under the new United States Virgin Islands contract that will be considered by the Citrus County Board of County Commissioners on February 22, 2022. CoreCivic has previously indicated its concurrence with the terms of the Contract by signing the Contract on January 24, 2022.

CoreCivic appreciates its longstanding partnership with the County. Please do not hesitate to call me at 615-263-3290 or Carlos Melendez at 615-263-6785 if you have any questions concerning this correspondence.

Sincerely,

Natasha Metcalf

cc: David Weed, Senior Director, CoreCivic
Carlos Melendez, Managing Director, CoreCivic
Dave Berkebile, Managing Director, CoreCivic

Attachment: CoreCivic letter to Citrus County re USVI contract 020322 (20175 : CoreCivic and the Government of the Virgin Islands)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Florida Fish and Wildlife Conservation Commission Contract No. FWC21145
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The attached Contract is from the Florida Fish and Wildlife Conservation Commission (FWC) to allocate funds, based on each fiscal year's funding, for the purpose of providing aquatic plant control on the eligible water bodies/trails within Citrus County.

This contract is for an initial 3-year period, with an option to renew for an additional 3 years, and funding is approved annually through a "Task Assignment Notification Form" with the County. Compensation to the County is on a monthly cost reimbursement basis and includes salaries, fringe benefits, indirect costs, equipment usage rates, herbicides, contractual services, travel, and other miscellaneous items used in performing aquatic plant control operations.

Legal has reviewed and approved contract (Legal Request Number 2138).

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 Florida Fish and Wildlife Conservation Commission contract No. FWC21145 for the purpose of aquatic plant control between Citrus County, Florida and the Florida Fish and Wildlife Conservation Commission to conduct work on eligible water bodies within Citrus County.

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Governmental Contract

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Contract No. FWC21145

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Citrus County, Florida, FEID number 596000548, whose address is 1300 South Lecanto Highway, Lecanto, Florida 34461, hereinafter "Contractor", collectively, "Parties".

INTRODUCTORY CLAUSES

The Commission and the Contractor intend to partner together to provide all labor, equipment, and herbicides for aquatic vegetation control services on eligible water bodies within Citrus County;

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:
Section 1. PROJECT DESCRIPTION.
The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor's response to the Commission's solicitation is hereby incorporated by reference.

Section 2. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products, or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes, and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability, integrity, and reliability to assure good-faith performance. The Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Commission shall take appropriate action, including potential termination of this Contract in the event the Contractor's ability to perform under this Contract becomes compromised.

B. Contractor Responsibilities.

The Contractor agrees that all the Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

Section 3. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties, or February 28, 2022, (whichever is later), and end three-years after date of execution or after February 28, 2022, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

B. Renewal – Competitive Procurement.

If this Contract was competitively procured pursuant to Section 287.057, Florida Statues, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in Attachment A. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

C. Renewal – Exceptional Purchase.

If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

D. Renewal Period.

This Contract may be renewed for a period not to exceed three (3) years.

E. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor on a cost reimbursement basis. This is a Master Agreement; funding allocated each fiscal year with an executed Task Assignment Notification Form.

B. Payments.

The Commission shall pay the Contractor for satisfactory performance of the tasks identified in Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period.

C. Invoices.

Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Commission's Contract Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Travel Expenses.

If authorized in Attachment A, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, the Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If any deliverables in Attachment A indicate some portion of the Contract is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Contract. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Contract have been met.

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Contract period.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

   a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Contract's budget breakdown. Indirect costs must be in the approved Contract budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Fixed Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. Contracts including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or a milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Contracts paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

I. Fixed Unit Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed fee price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified in Attachment A. Fixed Fee/Unit Rate deliverables are generally used when the Contracts' tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

J. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

K. Electronic Funds Transfer.

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

L. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

A. MyFloridaMarketPlace

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

B. Transaction Fee.

Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Section 6. RETURN OR RECOUPMENT OF FUNDS

A. Overpayments to Contractor.

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "Florida Fish and Wildlife Conservation Commission".

B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

If the Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Contract or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

Section 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Section 8. MONITORING.

The Commission's Contract Manager shall actively monitor the Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 9. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. Termination – Fraud or Willful Misconduct.

This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.

C. Termination - Funds Unavailability.

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

E. Contractor Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Section 10. REMEDIES.

A. Financial Consequences.

In accordance with Section 287.058(1)(h), F.S., provided for in Attachment A, contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be deducted from the Contractor's payment. The Commission shall apply any additional financial consequences identified in Attachment A.

B. Cumulative Remedies.

The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

Section 11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:	**VENDOR CONTRACT MANAGER CONTACT INFORMATION:**
Kat Ethridge Operations and Management Consultant I Invasive Plant Management Section 3800 Commonwealth Boulevard, M.S. 705 Tallahassee, Florida 32399-3000 (850) 717-2129 kat.ethridge@myfwc.com	Mark Edwards Aquatic Services Director Citrus County Board of County Commissioners 1300 South Lecanto Highway Lecanto, Florida 34461 (352) 527-7620 mark.edwards@citrusbocc.com

Section 12. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.

ii. **Proceeds Related to Intellectual Property Rights**. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.

iii. **Commission Intellectual Property Rights**. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Contract is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state.

ii. **Use.** State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of $250.00 or more).

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

Section 14. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

B. Contractor Training Qualifications.

The Contractor agrees that all the Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 15. SUBCONTRACTS.

The Contractor is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

A. Authority.

The Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission in coordination with the Contractor reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Contractor further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Contractor Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. The Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

If subcontracting is permitted pursuant to Paragraph A above, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

B. Convicted Vendors.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

iii. **Vendors on Scrutinized Companies List.** The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list 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." Section 287.134(2)(a), F.S. the Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, the Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, the Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) The Contractor will be able to perform the Contract in accordance with its terms and conditions; and b.) The Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 17. INSURANCE.

The Contractor warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

Section 18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 19. PUBLIC RECORDS.

A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 20. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., the Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Section 22. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.

Unless otherwise specified in the Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

Section 23. FEDERAL COMPLIANCE.

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act.

The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

D. Copeland "Anti-Kickback Act".

The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, Contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement.

37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification.

In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars.

As applicable, the Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Section 25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials.

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, the Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The parties have two weeks after notice to agree in writing upon a mediator.

iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Contract, the Contractor affirms that the Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 35. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Citrus County, Florida	**Florida Fish and Wildlife Conservation Commission**
Contractor Signature Mark Edwards	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Contract include the following:

- Attachment A Scope of Work
- Attachment B Task Assignment Notification Form
- Attachment C Task Assignment Change Order Form
- Attachment D Approved Water Bodies
- Attachment E Approved Plant Species Listing
- Attachment F Approved Chemical Control Listing
- Attachment G Report of Operation Form (454)
- Attachment H Equipment Usage Rates
- Attachment I Subcontractor Status Report

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

ATTACHMENT A

SCOPE OF WORK

Citrus County Board of County Commissioners

A. DESCRIPTION OF SERVICES

The Florida Fish and Wildlife Conservation Commission (Commission) will contract with the Citrus County, Florida (Contractor) to provide aquatic vegetation control services on eligible water bodies within Citrus County. Services will be performed per the Scope of Work (Attachment A) and the terms and conditions within an executed formal contract. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission.

The services to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of aquatic plants, specifically within the areas outlined and generally as needed in eligible public waters within the boundaries of Citrus County.

Each State fiscal year a Task Assignment Notification Form (Task) will be issued. Copies of Task Assignment Notification Form and Task Assignment Change Order Form (TACO) are attached as Attachments B and C. The Task will inform the Contractor of the time-period for services to be conducted and the funding allocated for expenses during the service period. If the time-period for services or funding changes during a State fiscal year a TACO will be created and fully executed.

Once an executed contract and Task are in place, the Commission's Site Manager (RBs) will work together with the Contractor, regarding aquatic plant management on eligible water bodies. The Contractor and/or the Commission's Site Manager (RBs) shall submit a weekly Schedule of Operations in the Commission's Invasive Plant Management Section (IPM) Plant Management Authorization Reporting System (PMARS) application. The weekly schedule will contain, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. It is the Contractor's responsibility to read and understand all treatment protocols as listed in the schedule.

B. BACKGROUND

The control of aquatic vegetation is a program under the Commission's Division of Habitat and Species Conservation, Invasive Plant Management Section (IPM). The program staff manages aquatic vegetation on approximately 465 public water bodies throughout the State of Florida. Management of aquatic vegetation involve State, Federal and Local governments and is funded by State dollars and sometimes Federal dollars.

C. SUPPORT OF COMMISSION MISSION/RETURN ON INVESTMENT

The aquatics program works to reduce the negative impacts from invasive nonindigenous plants, such as, water hyacinth, water lettuce and hydrilla to preserve approximately 465 public water bodies within Florida. The management and maintenance of aquatic vegetation is critical and key to keeping low levels of invasive aquatic vegetation to sustain navigational, flood control and recreation, while also protecting native plant habitat for fish and wildlife. The Commission's IPM Tallahassee staff and Site Managers work with stakeholders to identify primary uses and functions of each waterbody.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

D. DEFINITIONS

1. **Task Assignment Change Order (TACO):** A formal document completed and fully executed when there is a time-period or funding change to an existing executed Task Assignment Notification.

2. **Commission's Site Manager (RBs)**: Regional Biologists located in the Invasive Plant Management Section offices throughout the State of Florida. Oversee treatments being conducted by Contractors.

3. **Plant Management Authorization Reporting System (PMARS)** – The computer program utilized by IPM staff and Contractors to input data to generate reports, schedule treatments, track chemicals used and create invoices for aquatic vegetation services.

4. **Bump treatment** – A follow-up chemical treatment.

5. **Report of Operation Form -** A form used to report water body, plant species, chemicals/ adjuvants used, acres treated and staff and equipment hours. Submitted monthly with invoice to show cost of treatments conducted. Also, referred to as a Form 454.

6. **Hours** – Time worked during aquatic vegetation control services to be calculated as follows: The number of individual crew members working the treatment multiplied by daily hours worked multiplied by days worked to complete treatment. **Example**: Four (4) individual crew members work eight (8) hours a day for three (3) days to complete a treatment, total number of hours would equal ninety-six (96).

7. **Schedule of Operation** – A weekly schedule created by the Commission's Site Managers to show time-period, water body name, plant species, method of control (chemical), acres to be treated, chemical rate and notations regarding work area for services to be conducted by the Contractor. The schedule is created in PMARS.

8. **Unforeseen Circumstances –** Situations beyond reasonable control of the Contractor that constitutes a justification for a delay in the Contractor performing required services.

9. **Technical Issues** – Unforeseen equipment (hardware) or software failures that make it difficult or impossible for the Contractor to perform required action.

E. DELIVERABLES

1. Specific Project Deliverables & Associated Tasks

The Contractor is to perform monthly aquatic vegetation control services to include, applying chemicals (liquid and solid formulations) from small to moderate size areas of floating and emergent plant species, small acres of submersed vegetation, to several acres of hydrilla during large-scale management operations on eligible water bodies within Citrus County (Attachment D, Approved Water Body Listing). The Contractor may also be required to provide snagging services (cutting and removing fallen timber from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points. Only plant species shown on the Approved Plant Species Listing (Attachment E) can be treated and with only the chemicals listed on the Approved Chemical Control Listing (Attachment F). The Commission's Site Managers and/or the Contractor will post a Schedule of Operations in PMARS each week to show services to be conducted. If services are conducted before a Task has been fully executed the Contractor may not be paid for services rendered.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

2. Minimum Level of Performance

Aquatic vegetation control services and/or other services are to be conducted to maintain floating and emergent plant species, water hyacinth, water lettuce and hydrilla at the lowest feasible levels to maintain recreational and navigational areas on eligible water bodies within Citrus County. Levels of control are to be coordinated with the Commission's Site Managers. The Contractor and/or the Commission's Site Managers will create a Schedule of Operations each week in PMARS containing, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. The Contractor must review each schedule and contact the Commission's Site Manager if any questions regarding the services to be conducted.

The Contractor is required to have a GPS tracking system attached to each spray rig system while on a vessel, or any other spray rig being used to apply herbicides. Each system must be checked daily to capture the data necessary to verify services being conducted under the Contract, and all Task and TACOs issued.

NOTE: The Commission may reduce payment for work shown on a 454 form by ten percent (10%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

3. Documentation/Criteria Used as Evidence of Performance

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. Completed and approved (signed) Report of Operation forms (Attachment G).
c. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manger stating who has been delegated to sign as the Contractor's Contract Manager (designee).
d. The Contractor is required to identify each GPS device on the form 454 to enable GPS tracks to be tied back to a specific weekly treatment.
e. Documentation showing the hourly rate of pay for each staff member who worked during the month. Documents must cover the time-period worked.
f. Copies of current chemical invoices showing price for products used conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. Copies of purchase orders or inventories **are not** considered proof of purchase or price and will not be accepted.
g. Copies of travel documents if authorized travel occurred during a month of services.

4. Timeline for Completion

Contractual services are to be conducted monthly and within the time-period of each executed Task or TACO issued under the executed Contract. Work will be performed only during weekdays (Monday through Friday) between the hours of 7:00 a.m. and half (1/2) hour after legal sunset. No weekend work is authorized unless prior written (email) approval has been received from the Commission's Contract Manager. Task will be issued at the beginning of each State fiscal year to show time-period for services to be rendered.

F. FINANCIAL CONSEQUENCES

If the Contractor fails to meet the established minimum performance level for the specified deliverable, the Commission may reduce payment by ten (10) percent. Allowance will be made for non-compliance to minimum performance levels if the reason is due to circumstances beyond the Contractor's control.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Additionally, if the Contractor materially fails to comply with the terms and conditions of the Contract, including any Federal or state statutes, rules, or regulations applicable to the Contract, the Commission may take one or more of the following actions, as appropriate for the circumstances:

1. Temporarily withhold cash payments pending corrections of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partially suspend or terminate this Contract.
4. Take other remedies that may be legally available.

G. PERFORMANCE

1. The Contractor shall provide all labor, equipment, and chemicals for aquatic vegetation control, within Citrus County, or a water body that may impact public waterbodies within Citrus County. The approved public water bodies within the boundaries of Citrus County on which services may be rendered are shown on the Approved Water Body List (Attachment D). The Contractor shall work with the Commission's Site Managers to create prescriptions for treatments.

2. Any services conducted outside the boundaries or listing must be approved by the Commission's Contract Manager and an executed Contract Amendment must be in place before services are to be conducted.

3. Only the plant species listed on Attachment E are to be treated when found on eligible public water bodies within Citrus County and can only be treated with the approved chemicals listed on Attachment F. The Contractor is to follow the Schedule of Operation posted each week in PMARS.

4. If there is a change to the approved water bodies, plant species or chemical control listings a Contract Amendment must be created and fully executed before any services are rendered. No services stated within the Amendment are to be performed until a fully executed Amendment is in place.

5. In addition to chemical control services, the Contractor may be required to provide snagging services (cutting and removing fallen timbers from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points.

6. Each State fiscal year a Task will be executed to show when contractual services are to begin and end, and funding allocated for expenditures. If the time-period or funding during a fiscal year is either increased or reduced, a TACO must be created to show the difference and fully executed.

7. The Contractor's staff conducting aquatic vegetation control, as well as other services, shall hold all valid licenses necessary to perform contractual services and these licenses must be kept current.

8. The Contractor shall perform work in a manner that maximizes cost-effective control of target plants while protecting to the greatest degree practicable, non-target flora and fauna, the environment, and the public from work operations.

9. The Contractor shall have all vessels prominently marked with the Contractor agency (company/organization) name.

10. The Contractor shall arrive at the beginning of each work period with the appropriate chemical(s) and additive(s) required to make the necessary chemical applications. Transportation of these chemical(s) and additive(s) must be in accordance with the U.S. Environmental Protection Agency (USEPA) label and the Florida Department of Agriculture and Consumer Services regulations.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

11. The Contractor shall supply and post signs indicating applicable water use restrictions at access points in the treatment area and at appropriate shoreline locations. The Contractor shall also be responsible for the removal of the signs once the use restriction period is over.

12. The Contractor shall follow label instruction to properly dispose of all chemical and adjuvant containers.

13. The Contractor may have at each work site, a properly functioning wind meter and a properly functioning oxygen meter.

    a. The Contractor shall record wind readings prior to starting and hourly during all liquid phenoxy or phenoxy-like chemical applications pursuant to the Department of Agriculture and Consumer Services rules in Chapter 5E-2, F.A.C.

    b. The Contractor may take oxygen readings before commencing management operations and contact the Commission's Site Manager before starting management operations if the dissolved oxygen level is below five (5) parts per million.

    c. The Commission's Site Manager may require the Contractor to take oxygen readings before commencing management operations. The Commission's Site Manager is to inform the Contractor in writing (email) with the name of the water body, number of readings to be taken and days the readings are to be completed. The Contractor is to inform the Commission's Site Manager of the data collected in writing (email) prior to starting management operations. If the Contractor informs the Commission's Site Manager of the data collected via a phone call, the Contractor must follow up in writing (email). The data shall also be recorded on the Report of Operation form for the water body on which services were performed.

14. The Contractor shall perform regular equipment maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this contract. In addition, the Contractor shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application control.

15. Individual Applicator Assessment/Training

The Contractor's individual applicators will be held to following all rules and regulations created by the Department of Agriculture and Consumer Services regarding aquatic plant management and the application of herbicides. Individual applicators must hold valid certifications to perform services under the Contract, Tasks and TACOs. During the time-period of the contract the Contractor's individual applicators will be assessed by the Commission's Regional Site Managers during treatments. If the Commission's Site Manager determines an individual applicator is failing to be responsible while performing plant management activities, the Commission's Site Manager will notify the Commission's Contract Manager. The Commission's Site Manager will need to submit written document (email, memo, etc.) to the Commission's Contract Manager notating information regarding the individual applicator and the issues that have been seen. After review of the documentation, the Commission's Contract Manager will contact, via email, the Contractor's Contract Manager and Project Manager stating that the individual applicator will be suspended from working under any Commission contracts/Tasks/TACOs until further notice. The Contractor must have the individual applicator retrained and submit documentation to the Commission's Contract Manager showing proof that training was taken, and the applicator is eligible to be reinstated. The Commission's Contract Manager will review the documentation and send a written notification (email) to the Contractor's Contract

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Manager either approving or denying reinstatement. Communication via emails, phone calls and Team meetings may take place throughout the process. Final decision must be sent in writing (email).

16. Global Positional Satellite (GPS) Tracking Systems

a. The Contractor must use an FWC Invasive Plant Management Section approved GPS tracking system. The GPS tracking system must be made up of a GPS unit and switch to detect flow. The Contractor's system must provide an automated transfer of GPS tracks into the Commissions system.

b. The Contractor must have a GPS tracking system attached to each spray rig being utilized for services under the Contract, and all Tasks and TACOs issued under the Contract. A GPS tracking system must be a part of all spray rig systems while on a vessel, or any other spray rig being used to apply herbicides.

c. The Contractor must always have the GPS tracking system running while conducting services under the Contract, and all Tasks and TACOs issued under the Contract.

d. The system must be capable of recording vessel travel on the water and periods of activation/inactivation of herbicide flow.

e. The Contractor must identify each GPS device on the 454 forms submitted with monthly invoices to enable GPS tracks to be tied back to a specific weekly treatment.

f. The Contractor must share all data collected from the GPS systems during herbicide treatments. The data collected will determine if a Contractor is being productive and conducting treatments within the areas approved during work hours.

g. If the Contractor has unforeseen circumstances and technical issues with the tracking system, staff must contact the Commission's Contract Manager and/or Site Manager via a phone call within a one-hour period of an issue to explain why the tracking system is not operational. The Contractor must follow-up the phone call with an email to be placed in the contract file. The email must be sent within a period of 24 hours after the initial phone call was placed.

h. The Commission may reduce payment for work shown on a 454 form by twenty-five percent (25%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Site Manager. The Contractor shall be prepared to commence management operations (i.e., leave the boat ramp headed for the control site) at or before 8:00 a.m. to maximize effective work time before wind and rain can interrupt operations.

The Commission's Site Managers will work with the Contractor when there is a Federal or State observed holiday and during duck hunting season regarding services to be conducted.

H. RENEWALS AND EXTENSION

See Page two (2) and three (3) of the Contract for further language regarding renewals and extensions.

I. COMPENSATION AND PAYMENT

1. FIXED PRICE RATES/COST REIMBURSEMENT

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

The Commission shall pay the Contractor for aquatic vegetation control services based on cost reimbursement in accordance with rates shown for employee's hourly rate of pay and the use of authorized chemicals. The Contractor will only be reimbursed for the actual hours worked and the amounts of authorized chemicals used for control services. The Commission shall pay the Contractor for equipment used during aquatic vegetation control services based on a fixed price (hourly rate) in accordance with rates shown on the Equipment Usage List (Attachment H).

Monthly invoices that are requesting reimbursement for services conducted by a Subcontract must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor.

Executed Task issued will show State funding to be expended during a fiscal-year time-period.

2. INVOICE SCHEDULE

Itemized invoices are to be created using the PMARS (Plant Management Authorization Reporting System) system and submitted monthly to the Commission's Contract Manager by the 20th of each month except for the invoice for the month of June. Monthly invoice packages must include a Contractor's Contract Manager (or designee) signed invoice, signed, and approved Report of Operation forms (Attachment G), copies of payment stubs and current chemical invoices (no purchase orders or inventories) for each product used for services during the month and travel documents if travel was authorized. Only costs directly related to the contractual services being provided will be reimbursed. The invoice for June must be submitted within the time-period given by the Commission's Contract Manager or designee. All invoices must reflect the FWC Contract number and the current fiscal year Task number.

3. TRAVEL EXPENSES

Any travel for conferences, workshops, or anything other than overnight travel for the purposes of carrying out contractual services must have prior written (email) approval from the Commission's Contract Manager. An email shall be sent to the Commission's Contract Manager requesting prior approval and a response must be received back from the Commission's Contract Manager in writing (email) showing approval for requested travel. Reimbursement for travel shall be submitted through the PMARS system with the monthly invoice.

See Contract for applicable terms and conditions related to travel regarding Florida Statutes and reimbursement.

4. FORMS AND DOCUMENTATION

The list below is required for monthly invoices:

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manager stating who has the Delegation of Authority to sign as the Contractor's Contract Manager.
c. Completed Report of Operations forms, signed by contracting staff and approved by the Contractor's Contract Manager or designee.
d. Copies of current invoices for any chemical products used for services conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. **Copies of purchase orders or inventories are not considered proof of purchase or price and will not be accepted**.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

e. Employees pay information, documents showing each staff member who worked during the month under the contract and their hour rate of pay (pay stub).
f. Copies of travel documents if authorized travel occurred during a month of service.
g. Proof of payment of Subcontractor's if utilized.

Note: See Section G. Cost Reimbursement of the Contract for further details regarding documentation submitted for cost reimbursement contracts.

J. MONITORING SCHEDULE

The Contractor will conduct site visits to inspect water bodies within 2 to 4 weeks after treatments have been conducted to see if the objective of the treatment were met or if retreatment (bump) and revision to chemical prescription needs to be made.

The Commission's Site Managers will conduct surveys on the water bodies within Citrus County to look for new infestations and to assess the overall water body condition. During the time-period for services to be rendered, the RBs will conduct site visits and field inspections to evaluate work conducted and compare (reconcile) to the Report of Operation forms that have been submitted with the monthly invoices for payment.

K. SUBCONTRACTS

Subcontracting will be allowed only if the Contactor is not available to conduct contractual services. A copy of the Contractor's Subcontract agreement must be sent to the Commission's Contract Manager for review and approval before the Subcontractor is authorized to conduct contractual services. The Contractor must coordinate with the Commission's Contract Manager and Site Manger before Subcontractors perform any services.

The Contractors monthly invoices requesting reimbursement for services conducted by a Subcontractor must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor. The **Subcontractor Status Report (Attachment I)** shall be submitted with each invoice for payment.

See Section 15. Subcontracts of the Contract for further terms and conditions related to subcontracts.

L. SPECIAL PROVISIONS

1. CONTRACTOR

The Contractor must provide an applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category for each on-site work being conducted.

2. CHEMICAL

All chemicals shall be used in accordance with the U.S. Environmental Protection Agency (USEPA) label. The Contractor shall have a copy of the USEPA chemical label and Material Safety Data Sheet (MSDS) at each control site for each chemical in the Contractor's possession.

The Contractor is liable for any penalty, fines or dames resulting from the misuse of chemicals. Chemicals are to be provided by the Contractor, as needed, depending on the type of aquatic vegetation

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

to be treated. The Commission reserves the right, as its option, to furnish any or all the chemicals in lieu of reimbursement to the Contractor.

3. PMARS (Plant Management Authorization Reporting System)

The Contractor must use the PMARS online database for all reporting, invoicing and notifications associated with participation in the FWC IPM Aquatic Plant Control Program. The Contractor is responsible for the accuracy and security of all information input into PMARS. The Contractor will incur all costs for training staff in the proper use of PMARS including when any modifications or enhancements of the program take place for the original term and any renewal years of the executed contract.

Remainder of Page Intentionally Left Blank

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment B

Task Assignment Notification Form
Contract Number: FWC

Task Assignment Number:
Task Assignment Term: Upon Execution to
Contractor Name:
Contractor's Contract Manager/Telephone:
Contractor's Site Manager/Telephone:
FWC Contract Manager/Telephone:

Task Description: Deliverables:

Cost Reimbursement Task Assignment Amount:

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund	Category	Fiscal Year	Object Code	Amount
PID:						

Approvals:

Contractor

_____ _____
Contract Manager (or designee) Date

_____
Print Name

Fish and Wildlife Conservation Commission

_____ _____
Contract Manager (or designee) Date

_____ _____
Section Leader (or designee) Date
Invasive Plant Management Section

_____ _____
Division Director (or designee) Date
Division of Habitat and Species Conservation

_____ _____
Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment C

Task Assignment Change Order Form
Contract Number: FWC

Task Assignment Number: Change Order Number Date:
Task Assignment Term:
Contractor Name:
Contractor's Contract Manager:
FWC Contract Manager:
FWC Site Manager:
Description of Change:

CHANGE IN TASK AMOUNT

	Cost Reimbursement
Original task amount:	$
Task amount prior to this change order:	$
Net decrease in task amount:	$
Task amount with all change orders:	$

CHANG E IN TASK TERM

Original task completion date:
Completion date prior to this change: Net increase/decrease in task period: Completion date with all change order:

Change in Funding Information:

Org Code	EO	Fund/FIO	Category	Fiscal Year	Obj. Code	Amount
PID:						

Approvals:

Contractor

_____ _____
Contract Manager (or designee) Date

_____
Print Name

Fish and Wildlife Conservation Commission

_____ _____
Contract Manager (or designee) Date

_____ _____
Section Leader (or designee) Date
Invasive Plant Management Section

_____ _____
Division Director (or designee) Date
Division of Habitat and Species Conservation

_____ _____
Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment D

Approved Waterbody Listing – Citrus County

Waterbody Name	County
Administration	CITRUS
Mosquito Control canals -Crystal River	CITRUS
Mosquito Control Canals- Homosassa	CITRUS
Fort Cooper Lake	CITRUS
Chassahowitzka River	CITRUS
Crystal River	CITRUS
Halls River	CITRUS
Homosassa River	CITRUS
Rousseau, Lake	CITRUS
Tsala Apopka, Lake	CITRUS
Withlacoochee River	CITRUS
Administration	CITRUS

REMAINING PAGE INTENTIONALLY LEFT BLANK

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment E

Approved Plant Species Listing

Species	Common Name
Acer rubrum	Red Maple
Aeschynomene fluitans	Giant water sensitive plant
Albizia julibrissin	Mimosa tree
Alternanthera philoxeroides	Alligatorweed
Althaea officinalis	Marsh Mallow
Amaranthus albus	Prostrate Pigweed
Amaranthus australis	Southern amaranth
Ampelopsis arborea	Peppervine
Andropogon spp	Broomsedge
Azolla caroliniana	Carolina Mosquito Fern
Azolla pinnata	feathered mosquitofern
Baccharis angustifolia	Baccharis
Baccharis halimifolia/glomeruliflora	Groundsel tree
Bacopa caroliniana	Lemon Bacopa
Bacopa monnieri	Smooth Water Hyssop
Begonia cucullata	Wax begonia
Bidens spp	beggarticks
Blechnum serrulatum	Swamp Fern
Blue-Green Algae	Cyanobacteria
Brasenia schreberi	Water Shield
Cabomba caroliniana	Cabomba, Fanwort
Canna flaccida	Golden Canna
Canna spp. (exotic)	
Carex spp	Foxtail Sedge
Casuarina spp	Australian Pine
Cephalanthus occidentalis	Button Bush
Ceratophyllum demersum	Coontail
Ceratopteris thalictroides	Watersprite
Chara spp	Musk Grass
Cicuta maculata	Spotted Water Hemlock
Cinnamomum camphora	Camphor Tree
Cladium jamaicense	Saw-grass
Colocasia esculenta	Wild Taro
Commelina spp. (exotic)	Dayflower (exotic)
Cornus foemina	Swamp dogwood
Crassula helmsii	
Crinum americanum	Souther Swamp Lily
Cryptocoryne walkeri	Water trumpet
Cyperus alopecuroides	foxtail flatsedge
Cyperus articulatus	Jointed Flat Sedge

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Cyperus blepharoleptos	Cuban Bulrush
Cyperus involucratus	Umbrella Flat Sedge
Cyperus papyrus	Egyptian papyrus
Cyperus prolifer	Dwarf Papyrus
Cyperus spp. (other natives)	NULL
Dalbergia sissoo	Indian rosewood
Decodon verticillatus	Swamp Loosestrife
Didiplis diandra	NULL
Echinochloa spp	Coast Cockspur
Echinochloa spp. (exotic)	NULL
Echinodorus spp	Creeping Burhead
Egeria densa	Elodea, Anacharis
Egeria najas	Narrow-leaf Anacharis
Eichhornia crassipes	Water Hyacinth
Eichhornia spp	
Eleocharis spp., emersed	Spikerush
Eleocharis spp., sub/floating	Horse Hair Grass, Hair Grass
Eupatorium capillifolium	Dog Fennel
Filamentous algae	Algae
Floating Plants (Eichhornia and Pistia)	Hyacinth/Lettuce Mix
Fontinalis spp	Common Water Moss
Fuirena spp	Lake Rush
Gordonia lasianthus	Loblolly bay
Habenaria repens	Water Spider Orchid
Hemarthria altissima	Limpograss
Heteranthera dubia	NULL
Heternanthera spp	
Hydrilla verticillata	Hydrilla
Hydrocotyle spp	Pennywort, Dollar Weed
Hygrophila polysperma	East Indian Hygrophila
Hymenachne amplexicaulis	West Indian Marsh Grass
Hymenocallis spp	Spider Lily
Hypericum spp	St. Johns Wort
Imperata cylindrica	Cogon Grass
Ipomoea aquatica	Water Spinach
Ipomoea carnea sub. fistulosa	Bush Morning Glory
Ipomoea sp	Morning glory
Juncus effusus	Soft Rush
Juncus repens	Creeping Rush
Juncus roemerianus	Black Needle Rush
Juncus spp. (other)	NULL
Lachnanthes caroliana	Redroot
Lachnocaulon minus	Bogbutton
Leersia hexandra	Southern Cut Grass

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Lemna/Spirodela spp	Duckweed
Leucaena leucocephala	Lead Tree
Limnobium spongia	Frogsbit
Limnophila sessiliflora	Ambulia
Liquidambar styraciflua	Sweet Gum
Lobelia cardinalis	Cardinal Flower
Ludwigia arcuata	Piedmont Primrose
Ludwigia grandiflora/hexapetala	large-flower primrose-willow
Ludwigia grandifolia	
Ludwigia leptocarpa	anglestem primrose
Ludwigia octovalvis/peruviana	Primrose Willow
Ludwigia palustris/repens	Red Ludwigia
Ludwigia spp. (other)	Ludwigia (other)
Luziola fluitans	Southern Water Grass
Luziola subintegra	Neotropical Water Grass
Lygodium japonicum	Climbing Fern
Lygodium microphyllum	Climbing Fern
Lyngbya spp	Lyngbya
Magnolia virginiana	Sweetbay
Marsilea spp	Water Clover
Mayaca fluviatilis	Bogmoss
Melaleuca quinquenervia	Melaleuca
Melinis repens	Rose Natal Grass
Merremia tuberosa	Wood Rose
Micranthemum glomeratum	Baby's Tears
Micranthemum umbrosum	Baby's Tears
Mikania scandens	Climbing Hempweed
Mimosa pigra	Catclaw Mimosa
Mormodica charantia	Balsam Pear
Myrica cerifera	Wax myrtle
Myriophyllum aquaticum	Parrots Feather
Myriophyllum heterophyllum	Variable Leaf Milfoil
Myriophyllum laxum/pinnatum	Loose Water Milfoil
Myriophyllum spicatum	Eurasian Water Milfoil
Najas filifolia	Needleleaf Waternymph
Najas flexilis	NULL
Najas gracillima	NULL
Najas guadalupensis	Southern Naiad
Najas marina	Spiny Naiad
Najas minor	Brittle Waternymph
Nasturtium floridanum	Florida Watercress
Nasturtium officinale	Watercress
Nelumbo lutea	American Lotus
Nelumbo nucifera	Sacred Lotus

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Nitella spp	Stonewort
Nuphar advena	Spatterdock
Nymphaea mexicana	Yellow Water Lily
Nymphaea odorata	Fragrant Water Lily
Nymphaea spp. (exotic)	Exotic Water Lily
Nymphoides aquatica	Banana Lily
Nymphoides cristata	Floating Heart
Nymphoides spp., (exotic)	
Orontium aquaticum	Golden Club
Oxycaryum cubense	Scirpus Cubensis, Cuban Bulrush
Packera glabella	Butterweed
Paederia foetida	Skunk Vine
Panicum hemitomon	Maidencane
Panicum repens	Torpedo grass
Paspalidium geminatum	Knotgrass
Paspalum distichum	NULL
Paspalum fluitans	NULL
Paspalum repens	Water paspalum
Peltandra spp	Arrow Arum
Pennisetum purpureum	Napier Grass
Persea borbonia/palustris	Bay tree
Phragmites australis	Giant Reed
Phyllanthus Fluitans	Floating spurge
Phytolacca Americana	Pokeweed
Pistia stratiotes	Water Lettuce
Polygonum glabrum	Smartweed
Polygonum hydropiperoides	NULL
Polygonum spp., natives	Smartweed
Pontederia cordata	Pickerelweed
Pontederia rotundifolia	Tropical Pickerelweed
Potamogeton amplifolius	NULL
Potamogeton crispus	curly pondweed
Potamogeton diversifolius	Variable Leaf Pondweed
Potamogeton illinoensis	Illinois Pondweed
Potamogeton pectinatus	Sago Pondweed
Potamogeton pulcher	NULL
Potamogeton pusillus	Small Pondweed
Proserpinaca spp	Mermaid Weed
Psidium cattleianum	Strawberry Guava
Rhynchospora spp	Beak Rush
Riccia fluitans	Bog Mat
Ricciocarpus natans	Purple-fringed Riccia
Ricinus communis	Castor Bean
Rotala spp.	Toothcup

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Rubus pensylvanicus	Sawtooth Blackberry
Ruellia simplex	Mexican Petunia
Ruppia maritima	Widgeon Grass
Saccharum spontaneum	Wild sugarcane
Sacciolepis striata	Cupscale
Sagittaria kurziana	Strap-leaf Sag
Sagittaria lancifolia	Duck Potato
Sagittaria latifolia	Broadleaf Arrowhead
Sagittaria stagnorum	NULL
Sagittaria subulata/graminea/gracillima	Narrowleaf Sag
Salix spp	Willow
Salvinia minima	Water Fern
Salvinia molesta	Giant Salvinia
Salvinia spp. (exotic)	NULL
Sambucus nigra	Elderberry
Sapium sebiferum	Chinese Tallow, Popcorn Tree
Saururus cernuus	Lizard's Tail
Schinus terebinthifolius	Brazillian Pepper
Schoenoplectus americanus/pungens	American Bulrush, Tri Stem
Schoenoplectus californicus/validus	Bulrush
Schoenoplectus/Scirpus (other natives)	NULL
Scleria lacustris	Wright's Nut-rush
Scleria microcarpa	Tropical Nut-rush
Senna pendula	Christmas Senna
Sesbania punicea	Rattlebox
Solanum tampicense	Wetland Nightshade
Solanum viarum	tropical soda apple
Solidago spp	Goldenrod
Sparganium americanum	Bur Read
Spartina alterniflora	Smooth Cord Grass
Spartina bakeri	Baker's Cord Grass
Spartina patens	NULL
Sphagneticola trilobata	Wedelia
Sphenoclea zeylanica	chickenspike
Sphenoclea zeylanica	Chickenspike
Stuckenia pectinata	Sago Pondweed
Symphyotrichum carolinianum	Climbing Aster
Syngonium podophyllum	arrowhead vine
Taxodium spp	Cypress Tree
Thalia geniculata	Fire Flag
Thelypteris spp	Shield Fern
Toxicodendron radicans	Posion Ivy
Trees (blocking navigation)	Snagging
Triadenum virginium	TVM

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Tussocks	Floating Islands
Typha spp	Cattail
Urena lobata	Caesarweed
Urochloa mutica	Paragrass
Urochloa platyphylla	Broadleaf Signalgrass
Utricularia floridana	Florida Yellow Bladderwort
Utricularia foliosa	Leafy Bladderwort
Utricularia gibba	Cone-spur Bladderwort
Utricularia inflata	Swollen Bladderwort
Utricularia purpurea	Eastern Purple Bladderwort
Vallisneria americana	Eelgrass, Wild Celery
Vitis rotundifolia	Muscadine
Websteria confervoides	NULL
Wolffia spp	Water Meal
Wolffiella floridana	NULL
Wolffiella spp	Mud-midget
Woodwardia spp	Chain Fern
Xanthosoma sagittifolium	Arrowleaf elephant’s ear
Xyris spp	Yelloweyed grass
Zizania aquatica	Wild Rice
Zizaniopsis miliacea	Giant Cut Grass

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment F

Approved Chemical Control Listing

Note: Chemical control methods include both liquid and granular formulations

Chemical Control Methods

2,4-D
Aquatic Dye (for shading)
Aquastrike
Bentazon
Bispyribac
Carfentrazone
Copper Chelate
Copper Sulfate
Diquat
Endothall
Endothall + Diquat
Fluazifop
Flumioxazin
Fluridone
Glyphosate
Hydrothol
Imazamox
Imazapyr
Metsulfuron Methyl
Oxyfluorfen
Penoxsulam
Peroxide
ProcellaCOR
Sethoxydim
Topramezone
Triclopyr
Triclopyr + 2,4-D

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Water Body Name _____ **Contractor Name:** _____
Vegetation Type _____ **Date:** _____ **through** _____ **Year** _____

	Item		Rate $	Mon	Tue	Wed	Thurs	Fri	TOTAL $
Equipt. Use									
Crew Time									
Per Diem									
Other									
Time Distrib.	Effective Time								
	Travel Time Vehicle								
	Travel Time Plant								
	Lost Time Weather (Explain)								
	Minor Repairs (Explain)								
	Major Repairs (Explain)								
	Other Duties / Miscellaneous								
	Holiday or Leave								
	Survey/Inspection								
	Removing Obstructions								
	Preparation								
	TOTAL TIME IN PERIOD								

Herbicide / Adjuvant	**Cost $**	**Amount Used - Gallons or Pounds**					**TOTAL $**

Herbicide Diluent & Rate Per Acre	**Total Acres**

Acres Controlled						
Daily Activities, Wind Speed, Etc.	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	

SUMMARY OF COSTS	
Contractual Services	
Equipment	

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

	Salaries _____
	Fringe Ben _____
	Total Sal. & Fr. Ben. _____
	Chemical _____
	Indirect (_____%) _____
	Other
Submitted: **Approved:**	**GRAND TOTAL:**

Fish and Wildlife Conservation Commission 4/2011

Remainder of page Intentionally Left Blank

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign Envelope ID: F13B6485-33A7-4BCA-B595-754701D1DEEA

Attachment H

Cooperative Aquatic Plant Control Program
Equipment Usage Rates

Equipment Type	Description	Rate Per Hour
Boats	Airboat	$12.95
	Airboat with spray rig	$13.84
	Kicker with spray rig	$ 6.91
	Pontoon with spray rig	$ 6.91
	Towboat	$23.69
	Barge	$ 2.44
Spray rig	General	$ 0.89
Truck	½ Ton (4x2)	$ 5.47
	½ Ton (4x4)	$ 6.59
	¾ Ton (4x2)	$ 5.92
	¾ Ton (4x4)	$ 7.13
	1 Ton (4x2)	$ 7.69
	1 Ton (4x4)	$ 8.15
	1 ½ to 2 ½ Ton (4x2)	$10.56
	1 ½ to 2 ½ Ton (4x4)	$11.18
Car/Small SUV	(4x2)	$ 6.14
	(4x4)	$ 7.13
ATV		$ 6.91
Trailer		$ 3.35
Dump Truck		$11.85
Gradall		$12.96
Crane		$33.43
Tractor		$19.19
Trackhoe		$12.96
Helicopter		$151.83

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

Attachment I

SUBCONTRACTOR STATUS REPORT

Date: **FEIN:**

Contractor
Company Name, Street Address, City & Zip Code

FWC Solicitation Number: FWC FY-#

FWC Project Title: Aquatic Vegetation Control Services

Contract Amount: $ **Invoice Number:**

Only complete this form if the Primary Contractor is NOT registered as a Certified Business Enterprise (CBE) by the Office of Supplier Diversity (OSD) AND the Subcontractor is woman-, veteran- and/or minority-owned business enterprise.

*Non-Certified Primary Contractor Name	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	[2]CBE Code	Description of Service	Subcontractor Payment Amount
		$					$
		$					$
		$					$
		$					$
						Total of Subcontractor Payment(s)	$

[1]OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: https://osd.dms.myflorida.com/directories
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: https://vendor.myfloridamarketplace.com

[2]CBE Codes: A - Non-Minority | **H** - African American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

DocuSign

Certificate Of Completion

Envelope Id: F13B648533A74BCAB595754701D1DEEA
Status: Sent
Subject: Review and DocuSign: FWC21145 Citrus Co Government Contract with Attachments
Source Envelope:
Document Pages: 48
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Alisha Morgan
620 S Meridian St
Tallahassee, FL 32399
alisha.morgan@myfwc.com
IP Address: 164.51.209.77

Record Tracking

Status: Original
3/4/2022 10:05:31 AM
Holder: Alisha Morgan
alisha.morgan@myfwc.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mark Edwards mark.edwards@citrusbocc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2022 7:49:56 AM ID: fd62ec2d-0eb8-44ff-a2a0-d0e0c31148ba		Sent: 3/4/2022 10:14:07 AM Viewed: 3/7/2022 7:49:56 AM
Thomas Eason Thomas.Eason@MyFWC.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Kat Ethridge kat.ethridge@myfwc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/17/2022 3:50:11 PM ID: a2d92e6b-444f-4473-a799-37f92f9ee54a		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2022 10:14:07 AM

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Florida Fish & Wildlife Conservation Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Florida Fish & Wildlife Conservation Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@myfwc.com

To advise Carahsoft OBO Florida Fish & Wildlife Conservation Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@myfwc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Florida Fish & Wildlife Conservation Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@myfwc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Florida Fish & Wildlife Conservation Commission

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@myfwc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Florida Fish & Wildlife Conservation Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Florida Fish & Wildlife Conservation Commission during the course of your relationship with Carahsoft OBO Florida Fish & Wildlife Conservation Commission.

Attachment: FWC Agreement Revised (20139 : Florida Fish and Wildlife Conservation Commission Contract No. FWC21145)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RESTORE Act - NW Quad Sewer Force Main (13-1) Subrecipient Agreement
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On July 6, 2012, the President signed into law the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act, also known as the RESTORE Act. The Gulf Coast Ecosystem Restoration Council administers The Spill Impact Component (pot 3) which provides funding to the Gulf Coast states, including Florida. On October 1, 2018 The Gulf Coast Ecosystem Restoration Council approved Florida's State Expenditure Plan, which included four Citrus County projects.

The 23 effected Florida counties created The Gulf Consortium by inter-local agreement in October of 2012 and the Consortium had a Memorandum of Understanding with the State to develop the State Expenditure Plan. Florida's State Expenditure Plan was approved by The Gulf Coast Ecosystem Restoration Council on October 1, 2018.

The NW Quadrant Sewer Force Main Project is one of the projects approved in Florida's State Expenditure Plan. When this project was added to the State Expenditure Plan the estimated construction cost was $5,930,000, with $3,215,000 being requested from RESTORE and the remaining $2,715,000 from FDEP. Once design was completed, the County received the engineer's estimate for construction of $8,670,000. The application for NW Quadrant Sewer Force Main Project construction grant included this figure, with the additional funding to be provided by FDEP and Utilities.

The County submitted the original construction grant application to The Gulf Consortium on September 30th, which was later amended for a total request of $5,945,000 in funding.

The Gulf Consortium submitted the application to The Gulf Coast Ecosystem Restoration Council and it was approved. Citrus County is a subrecipient of The Gulf Consortium and we are asking for approval of the Gulf Consortium Subrecipient Agreement No. 220034131.01 in the amount of $5,945,000.

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 Gulf Consortium Sub recipient Agreement No. 22034131.01 pursuant to the RESTORE Act Spill Impact Component and the State of Florida State Expenditure Plan in the amount of $5,945,000.

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 220034131.01
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient name (which must match the registered name in DUNS): Citrus County, Florida

2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 072548563

3. Federal Award Identification Number (FAIN): GNSSP22FL0034

4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): March 11, 2022

5. Subaward Period of Performance:

   Effective Date: _____ (Date Executed by both Parties)
   Project Completion Date: January 15, 2025

6. Budget Period: Effective Date – January 15, 2025

7. Amount of Federal Funds Subject to Award (to Gulf Consortium): $5,988,821.00

8. Total Amount of Federal Funds Obligated to the Subrecipient: $5,945,000.00

9. Total Amount of the Federal Award Subject to this Agreement: $5,945,000.00

10. Federal award project description:

This project includes construction of a sanitary sewer collection system consisting of two (2) pump stations and a force main extension routed along U.S. Highway 19 in Citrus County that will route collected wastewater to the Meadowcrest Wastewater Treatment Facility. The objectives of the project are to: (1) reduce legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent.

11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

   Federal Awarding Agency – Gulf Ecosystem Restoration Council
   Pass Through Entity – The Gulf Consortium
   Contact Information for Awarding Official of Pass-Through Entity-

      Gulf Consortium General Manager
      The Balmoral Group

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

12. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

13. Identification of whether the award is for research and development (R&D): No

14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

TABLE OF CONTENTS

SECTION 1.	RECITALS.	2
SECTION 2.	GENERAL.	2
SECTION 3.	TERM.	2
SECTION 4.	CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.	2
SECTION 5.	PROCESSING OF REIMBURSEMENT REQUESTS.	4
SECTION 6.	PAYMENTS TO SUBRECIPIENT SUBJECT TO APPROPRIATION.	5
SECTION 7.	REPORTING REQUIREMENTS.	5
SECTION 8.	INDEMNIFICATION.	6
SECTION 9.	DEFAULT; TERMINATION; FORCE MAJEURE.	6
SECTION 10.	REMEDIES; FINANCIAL CONSEQUENCES.	7
SECTION 11.	AUDITS.	10
SECTION 12.	SUBCONTRACTS; PROCUREMENT; SUBAWARDS.	11
SECTION 13.	CLOSEOUT.	15
SECTION 14.	LOBBYING PROHIBITION; CONFLICTS OF INTEREST.	15
SECTION 15.	COMPLIANCE WITH LAWS.	16
SECTION 16.	NOTICE.	17
SECTION 17.	CONTACTS.	17
SECTION 18.	INSURANCE.	18
SECTION 19.	REAL PROPERTY; EQUIPMENT.	18
SECTION 20.	UNAUTHORIZED EMPLOYMENT.	18
SECTION 21.	NON-DISCRIMINATION.	19
SECTION 22.	DEBARMENT/SUSPENSION.	19
SECTION 23.	COPYRIGHT, PATENT, AND TRADEMARK.	19
SECTION 24.	SPECIAL CONDITIONS.	20
SECTION 25.	ENVIRONMENTAL CONDITIONS.	20
SECTION 26.	PHYSICAL ACCESS AND INSPECTION.	20
SECTION 27.	AMENDMENTS/MODIFICATIONS.	20
SECTION 28.	PERMITS.	21
SECTION 29.	RECORDS; ACCESS TO RECORDS AND PERSONNEL.	21
SECTION 30.	MISCELLANEOUS.	22

ATTACHMENTS:

ATTACHMENT A	FINANCIAL ASSISTANCE AWARD	A-1
ATTACHMENT B	SPECIAL AWARD CONDITIONS	B-1
ATTACHMENT C	SUPPORTING DOCUMENTATION REQUIREMENTS	C-1
ATTACHMENT D-1	FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT	D-1-1
ATTACHMENT D-2	FEDERAL NON-DISCRIMINATION PROVISIONS	D-2-1
ATTACHMENT D-3	ENVIRONMENTAL COMPLIANCE	D-3-1

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium") and **Citrus County, Florida** a political subdivision of the State of Florida, whose address is 110 N Apopka Ave, Inverness, FL 34450 (hereinafter referred to as "Subrecipient"), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP22FL0034 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012,* Public Law 112-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the "RESTORE Act") established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council") and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the "Trust Fund"); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan ("FSEP") was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, on or about March 11, 2022, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP22FL0034 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 13-1, as further described in such Financial Assistance Award and the attachments thereto (the "Project"); and

WHEREAS, FSEP Project No. 13-1 is intended to extend a wastewater force main to areas within Citrus County currently served primarily by septic systems and private wastewater package plants, which areas are known to be a significant source of water pollution to Crystal River/Kings Bay. The portion of the Project consisting of the construction of the sewer facilities is the subject of this Agreement; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNSSP22FL0034 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived therefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNSSP22FL0034, attached hereto as **Attachment A** (hereinafter the "Financial Assistance Award" or "Award"), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council's Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter "Special Award Conditions"); the Gulf Consortium Subrecipient Policy and Grant Manual (available at https://www.gulfconsortium.org/); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until January 15, 2025 (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of $5,945,000.00 for completion

of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at https://www.gulfconsortium.org/grant-resources ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements.** Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds obligated to Subrecipient under the Award shall be retained until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at https://www.gulfconsortium.org/grant-resources, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal**,** which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. Final Project Report. Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

> "This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees to assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs $1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of $5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty

(20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions**,** incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. The Consortium may issue a decision on any audit findings contained within the Subrecipient's audit report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 10 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at https://www.gulfconsortium.org/), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. Consistent with 2 C.F.R. §200.308(c)(6), unless described in the Award, the subcontracting of any work to be performed in connection with the Project requires prior written approval by the Consortium. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the Consortium for review. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

> Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." In addition,

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the "Recused Entities") are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules,

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;

2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than $100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

Erin Dohren
3600 W. Soverein Path, STE 178
Lecanto, FL 34461
(352) 527-5213
Erin.Dohren@citrusbocc.com

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled “Property Standards.” Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient’s acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled “Property Standards.”

SECTION 20. UNAUTHORIZED EMPLOYMENT.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide 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 submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at https://sam.gov/SAM/ before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions.**

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3**, **Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply or guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN**

OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

s

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

GULF CONSORTIUM	**CITRUS COUNTY, FLORIDA**
By:_____	By:_____
_____	_____
Print Name and Title	Print Name and Title
Date:_____	Date:_____
Attest:	Attest:
By:_____	By:_____
_____	_____
Print Name and Title	Print Name and Title

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT A

FINANCIAL ASSISTANCE AWARD

[TO COME]

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

1. DATE ISSUED *MM/DD/YYYY*
03/11/2022

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
87.052 - Spill Impact Component Project Grants

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. GNSSP22FL0034-01-00
Formerly

5. TYPE OF AWARD
Other

4a. FAIN GNSSP22FL0034

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 03/09/2022 **Through** *MM/DD/YYYY* 04/15/2025

7. BUDGET PERIOD *MM/DD/YYYY*
From 03/09/2022 **Through** *MM/DD/YYYY* 04/15/2025

8. TITLE OF PROJECT (OR PROGRAM)
13-1: NW Quadrant Sewer Force Main Project – Construction

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component

9a. GRANTEE NAME AND ADDRESS
Gulf Consortium
165 Lincoln Ave
Winter Park, FL 32789-3877

9b. GRANTEE PROJECT DIRECTOR
Valerie Seidel
Winter Park, FL 32789-3877
Phone: [NO PHONE RECORD]

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Christopher Constance
165 Lincoln Avenue
Winter Park, FL 32789-3877
Phone: unknown

10b. FEDERAL PROJECT OFFICER
Barbara Shumar
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and Wages		0.00
b. Fringe Benefits		0.00
c. Total Personnel Costs		0.00
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		0.00
h. Other		0.00
i. Contractual		8,713,821.00
j. TOTAL DIRECT COSTS		8,713,821.00
k. INDIRECT COSTS		0.00
l. **TOTAL APPROVED BUDGET**		8,713,821.00
m. Federal Share		5,988,821.00
n. Non-Federal Share		2,725,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	5,988,82
b. Less Unobligated Balance From Prior Budget Periods	(
c. Less Cumulative Prior Award(s) This Budget Period	(
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	5,988,821
13. Total Federal Funds Awarded to Date for Project Period	5,988,821

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENC ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence sha prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (●) Yes ( ) No)

The Gulf Consortium, in partnership with subrecipient Citrus County, is constructing a sanitary sewer collection system consisting of two (2) pump stations and a force main extension routed along U.S. Highway 19 in Citrus County that will route collected wastewater to the Meadowcrest Wastewater Treatment Facility.

Please see terms and conditions, program and budgetary information attached.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 079937065	18b. EIN 461662290	19a. UEI 19b. DUNS 079937065	20. CONG. DIST. 07
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. SEP	b. GNSSP22FL0034	c. 6013 NONIN	d. $5,988,821.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

AWARD ATTACHMENTS

Gulf Consortium GNSSP22FL0034-01-00

1. NW Quadrant Terms and Conditions

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the PIPERsystem for the following items:

- ☒ PROJECT NARRATIVE (as of award issue date)
- ☒ OBSERVATIONAL DATA PLAN
- ☒ PRELIMINARY DATA MANAGEMENT PLAN
- ☒ METRICS
- ☒ MILESTONES
- ☐ OTHER:

GCERC Internal Financial Codes:
FY 2022 - Cat B 6013 - Cost Pool GCCSTFL000
CAM1 GCCGWATERQUL
CAM2 GCCTAMPABAYX
CAM3 GCCPWATERRES

SPECIAL AWARD CONDITIONS

1. Non-Duplicate Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period. Final performance and financial reports that summarize the

activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

3. Non-Federal Share Requirement

The budget under this award includes $2,725,000 in project-related costs committed by the Florida Department of Environmental Protection (FDEP) Springs Initiative Program in the amount of $2,664,500 for construction and $60,500 for Construction, Engineering, and Inspection (CEI), referred to as the non-Federal share. The non-Federal share is not a statutory requirement of Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 (33 U.S.C. 1321(t) and note) (RESTORE Act), but it is required to complete the project and has been voluntarily committed by the FDEP under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Therefore, non-Federal share funding must meet the criteria of §200.306(b). The non-Federal share will be used to cover a portion of construction costs. The Federal share must be paid out proportionally under the subrecipient agreement using a predetermined ration. The predetermined percentage is calculated by dividing FDEP's contribution ($2,725,000) under the subrecipient agreement by the subrecipient's total project cost for construction and related activities ($8,670,000), or 31.43%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance. *See* the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions (August 2015), Section C.04.

4. Pre-Award Costs

This award contains pre-award costs, in accordance with 2 CFR 200.458, in the amount of $10,250, as described in the Budget Narrative below, for expenditures related to the preparation of the grant application during the period August 24, 2020 through the date of issuance of the award.

5. Pre-Construction Requirements

Federal funds in the amount of $5,775,500 ($4,995,500 construction + $780,000 contingency) shall not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

A. *Title to real property improved under this award.* In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with Citrus County (Subrecipient), as specified in the Award, and must be used only for authorized Award purposes. All work will be performed on existing public right-of way or easements currently owned by Citrus County.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Before solicitation of bids for construction of a given project, the Subrecipient shall review the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, for each tract of property needed for completion and maintenance of the Project. The Recipient shall certify in writing to the Council Grants Office that the Subrecipient holds clear title to or otherwise has legal control of all project real property and that neither the Recipient nor Subrecipient are aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council will rely upon the Recipient's due diligence in protecting title to all property needed for award purposes.

If the Council determines that the real property is no longer being used in accordance with Award purposes or that the Recipient has otherwise failed its obligations under this Award during the estimated useful life of such property, the Council shall have the right, exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.1) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

B. *Engineering and design plans.* The Recipient must provide to the Council Grants Office, at a minimum, the cover sheet and such pages as necessary demonstrating that 100% design and engineering plans and specifications for all construction activities funded under this award are complete and stamped/signed by a qualified, registered professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

C. *Permitting requirements*. The Recipient must provide documentation demonstrating that the applicable environmental laws have been addressed prior to the release of construction funding. In cases where a permit might be addressed under the construction contract, construction funds may be released with the condition that the Recipient provides that permit to the Council prior to initiation of construction activities subject to that permit. Accordingly, the Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the Project prior to initiating construction activities.

D. *Floodplain requirements*. The Recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

i. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.

ii. Floodplain Protection. Written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.

E. *Updated construction schedules and cost estimates.* The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

6. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with Federal assistance is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life. The estimated useful life of the program or individual project is defined as the period of years that constitutes the expected useful lifespan of the project, as estimated by the Recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits of the project pursuant to award purposes authorized by the RESTORE Act.

For this award, the Recipient has proposed an estimated useful life of 50 years for the upgrade to the sewer main line from the date of construction completion. The Council's issuance of this award represents its concurrence with the Recipient's estimated useful life.

During the estimated useful life, the Recipient or Subrecipient shall not:

A. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, donate, or otherwise encumber any interest in Project Property, or any property right therein, without the prior written approval of the Council's Grants Officer;

B. Use Project Property for purposes other than award purposes without the prior written approval of the Grants Officer; or

C. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, and Office of Management and Budget (OMB) Circulars that are incorporated into the terms and conditions of this Award.

The Recipient and Subrecipient, as applicable, must administer, operate, and maintain the project in the same manner in which it operates and maintains similar infrastructure, facilities and equipment owned by it, and in accordance with state and local standards, laws, and regulations.

During the estimated useful life of the project, the Council retains an undivided equitable interest in project property, which is sometimes referred to as the "Federal interest". *See* 2 CFR § 200.1. When the estimated useful life of the project has ended, the Federal interest is extinguished and the Federal Government will have no further interest in project property.

7. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the Recipient or Subrecipient until final approval of construction associated with that contract. The Recipient or Subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient or Subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that a Council representative may participate. The Recipient will not draw down the final five percent of construction funds until the Notice of Final Acceptance, fully executed by the Recipient or Subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Certified as-built drawings will be submitted to the Council Grants Office within 90 days of construction completion.

8. Updates to the Observational Data Plan

The Recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection, and will address Council staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER). For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The Recipient will deliver updated plans to the Council at least annually until all comments are addressed and all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

9. Observational Data Management and Delivery

a. *Data Sharing:* All data compiled, collected, or created under this federal award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.

b. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.

c. *Author statement:* Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

d. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

e. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

f. *Final Project Geographic Information System (GIS) files:* As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

SUPPLEMENTAL CONSTRUCTION TERMS

These supplemental construction terms are incorporated in and made part of this award. These supplemental terms do not require clearance through documentation provided or action taken by the Recipient and therefore remain effective throughout the period of performance of the award or the estimated useful life of project property (as defined above). If a term is effective for the estimated useful life of project property, the term will so specify.

SC-1. Acquisition of Real Property

Unless specifically described in the award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the Award, the Recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

SC-2. Insurance

In accordance with 2 CFR § 200.310, the Recipient or Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as is provided to other property owned by that entity for the useful life of said property.

SC-3. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SC-4. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

A. From April 1, 1981, until further notice: 6.9 percent;
B. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions;
C. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

SC-5. Davis-Bacon Act and related acts

As applicable, the Recipient and Subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub- agreements (wage guarantees).

A. Davis-Bacon Act-related provisions are applicable if a project is classified as a "treatment works" as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Recipient or Subrecipient, as applicable, must report all suspected or reported violations to the Council.
B. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This Act provides that the Recipient, Subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

part of the compensation or which he or she is otherwise entitled. The Recipient or Subrecipient, as applicable, must report all suspected or reported violations to the Council.

C. Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Maximum Authorized for ASAP	Notes
$5,988,821	$5,775,500		$213,321	Funding for Construction will be released upon meeting the requirements for SAC #5

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	3/2/2022 - 12/31/2022	3/1/2023
Performance Report	3/2/2022 - 12/31/2022	3/1/2023
Financial Report	1/01/2023 - 12/31/2023	2/29/2024
Performance Report	1/01/2023 - 12/31/2023	2/29/2024
Financial Report	1/01/2024 - 12/31/2024	3/1/2025
Performance Report	1/01/2024 - 12/31/2024	3/1/2025
Final Financial Report	1/01/2025 - 4/14/2025	8/12/2025
Final Performance Report	1/01/2025 - 4/14/2025	8/12/2025

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

SCOPE OF WORK

The Gulf Consortium, in partnership with subrecipient Citrus County, is requesting $5,988,821 to construct a sanitary sewer collection system consisting of two (2) pump stations and a force main extension routed along U.S. Highway 19 in Citrus County that will route collected wastewater to the Meadowcrest Wastewater Treatment Facility. The objectives of the project are to: (1) reduce legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent. This project is important to addressing the restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region (Eligible Activity 1). This activity will be vital to Comprehensive Plan Goal 2 - Restoring Water Quality and Quantity (Primary), and is consistent with Comprehensive Plan Objective 2 (Primary) – Restore, Improve, and Protect Water Resources. Citrus County will execute a contract with a consultant to conduct components of the planned scope of work. This project is co-funded by a grant from the Florida Department of Environmental Protection (FDEP) which covers Construction, Engineering, and Inspection (CEI) and construction expenses. This project is estimated to begin construction on in March of 2022 and will last approximately 3 years.

BUDGET NARRATIVE

Budget Narrative

1.0 SUMMARY AND JUSTIFICATION

Funding in the amount of $5,988,821 is being requested from Spill Impact Component funds for construction of Citrus County's project 13-1: NW Quadrant Sewer Force Main Project.
Wright-Pierce, Citrus County's engineering consultant, has provided the County with an updated engineer's estimate totaling $8,670,000. The estimate includes $7,660,000 for construction, $230,000 for CEI and $780,000 for contingency. The RESTORE Spill Impact Component funding of $5,988,821 will be used as follows, $4,995,500 for construction, $169,500 for CEI and $780,000 for contingency. Total management and legal services on this project are $43,821.

This project is co-funded by a grant from the Florida Department of Environmental Protection (FDEP) which includes $2,664,500 for construction and $60,500 for CEI.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	**$5,988,821**
Total Pre-Award Funds Requested	***$10,250***
Total Direct Costs Requested	**$5,988,821**
Total Allowable Indirect Costs Requested	***$0***
Total Program Income Anticipated	***$0***

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

2.0 PRE-AWARD COSTS

Pre-award costs have been authorized to allow for some of the estimated contractual costs for preparation of grant applications (The Balmoral Group; contracted by the Gulf Consortium for management services) and for development of draft subrecipient agreements (Nabors Giblin & Nickerson; contracted by the Gulf Consortium for legal services). The estimated time for grant application development and subrecipient agreement efforts are 50 hours for The Balmoral Group ($8,750) and 6 hours for Nabors Giblin & Nickerson ($1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	**$10,250**

3.0 Budget Object Classes Applicable to All Projects and Programs – Direct Costs

3.1 PERSONNEL

No personnel costs are being requested.

3.2 FRINGE BENEFITS

No Fringe Benefits are being requested.

3.3 TRAVEL

No travel is being requested.

3.4 CONSTRUCTION and LAND ACQUISITION

See 3.8 SUBRECIPIENTS Section for further details.

3.5 EQUIPMENT

No Equipment is being requested.

3.6 SUPPLIES

No supplies are being requested.

3.7 OTHER DIRECT COSTS

No other direct costs will be applied for.

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Citrus County
2. *Method of Selection*—The Gulf Consortium established each of Florida's 23 Gulf Coast counties as SEP project subrecipients; this includes Citrus County, as reflected in the SEP.
3. *Period of Performance*—3/15/2022 to 4/15/2025

4. *Scope of Work*— Citrus County will oversee the procurement of contract services and oversee all tasks to be completed by the contractor, providing both technical oversight and compliance with the ODP and DMP.
5. *Method of Accountability*—The Gulf Consortium will be responsible for monitoring the County's performance to ensure both technical and financial accountability. Twice-annual performance and financial reports will be submitted to the Gulf Consortium. Procurement of the consultant(s) will be reviewed by the Gulf Consortium management and legal counsel for compliance with 2 CFR 200. Citrus County will review and approve all deliverables to ensure consistency with grant and contract scopes of work prior to acceptance and authorization of payment to the consultant.
6. *Itemized Budget and Justification*— Estimated total project cost is $8,670,000. Construction cost of the NW Quadrant Sewer Force Main project is estimated at $8,670,000. The RESTORE Spill Impact Component amount requested is $5,945,000. A contractor will be competitively procured and retained for construction.
7. *NICRA*- Not applicable.

TABLE 1. Subrecipient costs

ganization	Description	Amount	e-Award Costs?
Contractor	*Construction, CEI Services, Contingency*	*$8,670,000*	☐

TOTAL SUBRECIPIENT COST (RESTORE Council funds): $5,945,000
TOTAL SUBRECIPIENT COST (Co-funding): $2,725,000

Construction

1. *Name of Contractor*—Unknown
2. *Method of Selection*— Contractor will be selected in accordance with Citrus County Code of Ordinances, and include any additional requirements specified in funding agreements for use of RESTORE Act Funds specific to this project. Citrus County has procedures in place in ensure 2 CFR 200 compliance, and the Gulf Consortium subrecipient policy requires subrecipients to certify that their procurements are in full compliance with all applicable parts of 2 CFR 200.
3. *Period of Performance*— Estimated to begin construction in 3/15/2022
4. *Scope of Work*— Contractor will mobilize all necessary supplies and equipment, and be responsible for the construction of a sanitary sewer force.
5. *Method of Accountability*—The project will be managed by experienced staff within Citrus County who have experience managing similar projects.
6. *Itemized Budget and Justification*—Total budget for this task is $8,670,000

Leveraged funding notes: This project is co-funded by a grant from the Florida Department of Environmental Protection (FDEP) in the amount of $2,664,500 for construction and $60,500 for CEI.

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*—The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Gulf Consortium. An inter-local agreement with Leon County and The Gulf Consortium was developed in order to allow Leon County to serve as fiscal agent.

3. *Estimated Period of Performance*—3/5/2022 to 4/15/2025
4. *Scope of Work*—The scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establishment of subrecipient agreements. The Fiscal agent (Leon County) will be responsible for any additional level of financial accountability and disbursement of funds to subrecipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 50 hour/yr), legal services (Nabors Giblin & Nickerson; about 11 hours/yr), and fiscal agent services (Leon County; 3 basis points).

Organization	Description	Unit Cost	Quantity or Rate (total)	Amount	Post-Award Costs?
The Balmoral Group	*Grant management, oversight, reporting*	*$175/hr*	*183 hours*	*$32,025*	☐
Nabors Giblin & Nickerson	*Subrecipient agreements and legal services*	*$250/hr*	*40 hours*	*$10,000*	☐
Leon County Clerk	*Fiscal agent services*	*basis points*	*% of total disbursements*	*$1,796*	☐
Total				**$43,821**	

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

No Indirect Costs are being applied for by the County or Consortium.

5.0 PROGRAM INCOME

There is no program income associated with this project.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT B

SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below.

2. Reason why the additional requirements are being imposed:

3. Nature of the action needed to remove the additional requirement (if applicable):

4. Time allowed for completing the actions (if applicable):

5. The method for requesting reconsideration of the additional requirements imposed:

The only special award conditions imposed pursuant to this Subrecipient Agreement are those contained in the Award. Pursuant to Special Award Condition (SAC) #5 in the Award, before soliciting bids for construction, the Subrecipient shall certify to the Consortium that it holds clear title to or otherwise has legal control of all Project real property and that the Subrecipient is not aware of any material restrictions or encumbrances that could interfere with any award purpose. The Subrecipient shall further furnish evidence of clear title or an otherwise sufficient legal interest in all Project real property to the satisfaction of the Consortium.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements**: All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act**: If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act**: Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708)**: Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689)**: A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

> Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**: Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.),* prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes**: Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. **Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):**

Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Agreement, the Subrecipient agrees as follows, and shall impose all such requirements on its contractors and subcontracts as applicable. The term "Subrecipient," as used herein, shall also apply to all of Subrecipient's contractors and subcontractors performing work on the Project.

(1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin;

(3) The Subrecipient will not discharge or in any other manner discriminate against any employee

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint orcharge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(5) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(6) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.;

(7) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.;

(8) Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a contractor or sub-contractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall include the following language in all solicitations for construction services in excess of $10,000 under this Agreement:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	___% *IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 287.0945, NOTICE OF PROCURMENT OPPORTUNITY IS SENT TO THE DEPARTMENT OF MANAGEMENT SERVICES, OFFICE OF SUPPLIER DIVERSITY INFORMING THEM OF THE PROCUREMENT AND REQUESTING THEM TO NOTIIFY THEIR VENDORS.*	___% *N ACCORDANCE WITH FLORIDA STATUTES, SECTION 287.0945, NOTICE OF PROCURMENT OPPORTUNITY IS SENT TO THE DEPARTMENT OF MANAGEMENT SERVICES, OFFICE OF SUPPLIER DIVERSITY INFORMING THEM OF THE PROCUREMENT AND REQUESTING THEM TO NOTIIFY THEIR VENDORS.*

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION.THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF $10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUB-CONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUB-CONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE “COVERED AREA” IS (*INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY*).

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)

3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)

5. Revised ADA Standards for Accessible Design for Construction Awards

   a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)

   b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)

6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)

7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)

8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)

9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)

2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)

3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

10. Executive Order 13112 ("Invasive Species")

11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment: 13-1 NW Quadrant Sewer Force Main Project - Construction - subrecipient agreement BOCC (20202 : RESTORE Act - NW Quad

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	County-wide Stormwater Utility Operations, Management and Assessments Proposal Letters
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On January 7, 2020, the Board approved and adopted an Ordinance to establish a County-wide Stormwater Utility Operations and Management Program, and authorized Nabors, Giblin & Nickerson, and Government Services Group to assist the County in developing a Stormwater Assessment Program/Municipal Service Benefit Unit (MSBU).

On September 9, 2021, the Board adopted and approved the creation of the 2021 Stormwater MSBU for the provision of stormwater management services, facilities, and programs within the unincorporated area of the County and imposed stormwater service assessments against certain real property in the unincorporated area of Citrus County, Florida.

Nabors, Giblin & Nickerson sent the attached proposal letter for continuing professional services relating to the Stormwater MSBU for fiscal year 2022-23. The cost is $5,000.

Government Services Group sent the attached proposal letter for continuing professional services relating to the Stormwater MSBU for fiscal year 2022-23. The purpose is to keep the assessment role current for changes that occur to the assessment role. The cost is $36,325.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4105-53100	Professional Services	147,500	1,500	59,274	86,726

RECOMMENDED ACTION:

a. Authorize Chairman to execute the County-wide Stormwater Utility Operations and Management Assessments Proposal Letter from Nabors, Giblin & Nickerson for fiscal year 2022-23.

b. Authorize Chairman to execute the County-wide Stormwater Utility Management and Assessments Proposal Letter from Government Services Group for fiscal year 2022-23.

TALLAHASSEE
1500 Mahan Drive
Suite 1500
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

February 22, 2022

Via Electronic Mail

Denise A. Dymond Lyn
Citrus County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

Re: County-wide Stormwater Utility Operations and Management Assessments Proposal

Dear Denise:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for reimposing the annual stormwater utility operations and management assessment program.

Please review the attached work plan and upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the work plan and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

As we are currently preparing our schedule for the upcoming assessment season, we would appreciate your prompt reply which will help us to accommodate your program's schedule and ensure the continuation of this successful recurring revenue source. If you have any questions, please do not hesitate to contact me.

We look forward to working with Citrus County on this issue.

Sincerely yours,

Heather J. Encinosa

HJE/sib

cc: Randy Oliver (w/enc.)

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

AGREED TO AND ACCEPTED BY:

_____ _____
Citrus County Date

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

Appendix A

COUNTY-WIDE STORMWATER UTILITY OPERATIONS
AND MANAGEMENT ASSESSMENTS
FISCAL YEAR 2022-2023

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

Task 1: Advise the County on the legal requirements for updating and reimposing County-wide stormwater utility operations and management assessments for Fiscal Year 2022-2023, including special benefit and fair apportionment and any recent updates to general law, Section 125.01, Fla. Stat.

Task 2: Draft the preliminary and annual rate resolutions that conform to the master capital services assessment ordinance.

Task 3: Assist with the legal requirements for the adoption of the initial and final rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

FEES AND COSTS

The fee for NG&N to provide the professional services and specialized legal assistance described in this Scope of Services for the maintenance of the annual assessment program will be $5,000.00. This fee includes reimbursement for all out-of-pocket expenses.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. For Fiscal Year 2022-23, the annual rate resolutions must be adopted no later than September 15, 2022. We will provide the County with a proposed critical events schedule for review and this project will proceed under a mutually agreeable schedule.

This proposed lump sum fee does not include any on-site visits to the County by NG&N staff. Meetings may be arranged at our standard hourly rates, as provided below. Expenses related to meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns.

Partners	$300/hr.
Associates	$275/hr.
Law Clerks	$75/hr.

PAYMENT SCHEDULE

The fee for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received prior to March 15, 2022. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

Payment Due	Percent of Total	Annual Maintenance Amount Due
June 2022	50% of professional services fee	$2,500
September 2022	50% of professional services fee	$2,500
Total		$5,000

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

GOVERNMENT SERVICES GROUP, INC.

March 16, 2022

Via Electronic Transmission

Brian Kaufman, P.E.
Engineering Division Director
Citrus County Department of Public Works
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Re: Citrus County – Stormwater Services Assessment Program: Annual Maintenance Services Fiscal Year 2022-23

Dear Brian,

This correspondence is written to transmit a proposal for Government Services Group, Inc. (GSG) to assist Citrus County (County) in the annual maintenance of the stormwater services assessment program for Fiscal Year 2022-23. GSG has teamed with AECOM Technical Services, Inc. (AECOM) to conduct the impervious area fieldwork for this project. Attached as Appendix A is GSG's proposed scope of services, fees, project deliverables and payment schedule

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with Citrus County again this year.

Sincerely,

Sandi Neubarth
Assistant Director, Government Services Division

Corporate Headquarters
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

Longwood Office
280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

Appendix A

STORMWATER SERVICES ASSESSMENT PROGRAM
ANNUAL MAINTENANCE SERVICES FISCAL YEAR 2022-23

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

Scope of Services

Task 1: **Develop Stormwater Assessment Roll** GSG will import updated Property Appraiser data to update the stormwater assessment roll for use in the annual assessment program including, but not limited to:

- Early part of the year, February/March timeframe.
    1. Obtain updated Property Appraiser data
    2. Check for Parcel ID and Account Number Changes
    3. Check for dropped parcels
    4. Check for new parcels
    5. Check for Department of Revenue changes
    6. Flag Government parcels
    7. Generate impervious area fieldwork
- In June/July, perform steps 1-6 and
    8. Update property owner's name and addresses
    9. Incorporate completed fieldwork into database
    10. Generate stormwater assessment roll for notices and/or TRIM
- In late August or early September, perform steps 1-6 and
    11. Submit assessment roll to tax collector

Task 2: **Conduct Impervious Area Fieldwork** AECOM will calculate the impervious area for any new parcels identified during steps 1-6 above. It is anticipated that there will be 1,750 new parcels this year.

Task 3: **Pro-Forma Rate Scenarios** If requested by the County, GSG will provide rate-scenarios to assist in budget analyses and assessment program planning.

Task 4: **Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the fiscal year's assessment program.

Task 5: **Preliminary and Annual Assessment Resolutions** GSG will advise and assist the County's legal counsel in drafting the implementing assessment resolutions that conform to the existing assessment ordinance and the County's policy decisions.

Task 6: **Implementation** GSG will advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

(a) Produce Notice Roll and Data Exports After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of TRIM notices or other notification processes, if required. Data exports for TRIM notices or other notifications will

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

be transmitted, as necessary, to the Property Appraiser's office or other designated entities, per their specifications.

(b) Development and Distribution of First Class Notice GSG will assist the County in developing the first class notice and its distribution to any affected property owners, if required.

Task 7: **Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the County.

Task 8: **Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

For the professional services and specialized assistance described in the Scope of Services, GSG will work under a lump sum fee arrangement of $36,325, of which $27,825 is for professional services rendered by GSG and $9,500 is for professional services rendered by AECOM.

The lump sum fee for professional services does not include any on-site visits by GSG staff to the County. On-site visits may be arranged at our standard hourly rates provided below. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor	$285
Vice President/Managing Director	$285
Assistant Director	$235
Project Manager/Project Coordinator	$185
Database Analyst/Technical Services	$150
Lead Project Analyst	$100
Project Analyst	$ 90
Administrative Support	$ 75

The lump sum fee does not include the costs of producing and mailing any statutorily required first class notices, if necessary. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.44 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the County in its defense.

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following schedule, assuming notice to proceed is received in April 2022. If notice to proceed occurs after this date, payment will be adjusted based on the anticipated number of months remaining to complete the project.

Payment	Schedule
25% of professional fees -- $9,081.25	May 2022
25% of professional fees -- $9,081.25	June 2022
25% of professional fees -- $9,081.25	July 2022
25% of professional fees -- $9,081.25	September 2022
Total $36,325.00	

DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	April 2022
Update Assessment Roll	April - June 2022
Conduct Impervious Area Fieldwork	April – May 2022
Determines Net Revenue Requirements	May 2022
Calculate/Confirm Annual Assessment Rates	May – June 2022
Preliminary Rate Resolution	June 2022
TRIM or First Class Notices	July – August 2022
Published Notice	July – August 2022
Annual Rate Resolution	August 2022
Certify Assessment Roll	by September 15, 2022

ACCEPTED AND AGREED TO:

By: _____ _____

Citrus County **Date**

Attachment: 2c Supporting Docs Proposals (20180 : County-wide Stormwater Utility Operations, Management and Assessments Proposal

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

On June 13, 2017, (Item #B-9), the Board of County Commissioners declared AK# 3125825, 3406 N. Turkey Oak Dr., Crystal River, Florida surplus and authorized Land Section to negotiate the sale of said parcel. Recently, the property was offered for sale through the contracted services of Kevin Cunningham, Real Estate Broker at REMAX Realty One.

Based on an Appraisal Report dated October 19, 2020, the value of the parcel is $5,385,000.00. An interested party has submitted an offer of $5,500,000.00. Per Florida Statute 125.35, and Citrus County Code, Chapter 2, Article IV.I, and Administrative Regulation 8.03-2, the Board may accept or reject the offer. Proceeds of this sale are earmarked for the new Animal Shelter.

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

Net Income $5,500,000.00

RECOMMENDED ACTION:

a. Authorize Chairman to accept the offer from Hamid Ashtari.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

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

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

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

FloridaRealtors®

Vacant Land Contract

1. Sale and Purchase ("Contract"): Citrus County ("**Seller**") and Hamid Ashtari ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 3406 N Turkey Oak Drive, Crystal River, FL 34428
Legal Description: ALL THAT PART OF SEC 15-18-17 THAT LIES N OF N TURKEY OAK DRAS PER PB 15 PG 127-131 (see addendum for remainder)

SEC ___/TWP /___/RNG ___ of Citrus County, Florida. Real Property ID No.: 3125825 including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 5,500,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Citrus Title Company, LLC
Escrow Agent's Contact Person: Jennifer Duca
Escrow Agent's Address: 112 W Highland Blvd Inverness FL 34452
Escrow Agent's Phone: (352) 419-4599
Escrow Agent's Email: jen@citrustitleco.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after ~~Effective Date~~ Buyer ILEOD HA ..... $ 40,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☒ within 3 days (3 days if left blank) after ~~expiration of Due Diligence Period~~ HA EFFECTIVE DATE ..... $ 60,000.00
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) $0.00
(d) Other: _____ ..... $ 0.00
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 5,400,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 12, 2022, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on July 29, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

©2021 Florida Realtors®

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74792d5760e]
Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey HA marketable title to the Property by ~~☒ statutory warranty deed~~ ☐ special warranty deed ☒ other (specify) STATUTORY COUNTY DEED, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☒ at least 40 days before Closing Date, (**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74792d5790e]

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-8ee3-c74792d5760e]

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
~~Taxes on deed~~ COUNTY IS EXEMPT HA
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,
Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74792d5760e]
Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74792d5760e]

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Kevin D Cunningham 655978	Larry L Eudaly 3379193
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74782d5760e]

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

kevinc@remax.net	larryeudaly@gmail.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
3525277842	(352) 201-5081
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
RE/MAX Realty One	Tropic Shores Realty
Listing Brokerage	**Buyer's Brokerage**
1101 US Hwy 41 No., Inverness, FL 34450	6460 W Gulf to Lake Hwy, Crystal River, FL 34429
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other _____

23. Additional Terms: See Addendum

HA

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Hamid Ashtari Date: 03/31/2022
Print name: Hamid Ashtari
Buyer: _____ Date: _____
Print name: _____

Buyer's address for purpose of notice:
Address: 5038 Paloma Dr., Tampa, Fl 33624
Phone: _____ Fax: _____ Email: hamidashtari21@gmail.com

Seller: _____ Date: _____
Print name: _____
Seller: _____ Date: _____
Print name: _____

Buyer (HA) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

©2021 Florida Realtors®

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-b12a-4b54-9ee3-c74792d5760e]
Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Electronically Signed using eSignOnline™ [Session ID : a2fbec15-a12a-4b54-9ec3-c74792d5760e]

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Hamid Ashtari, ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), dated _____, 2022, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM**:

    a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

    b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

    c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 2 (a) is amended to provide as follows: Initial deposit of $40,000.00 will be delivered to Escrow Agent within 3 days after Buyer signs Contract.

4. Paragraph 2 (b) is amended to provide as follows: Additional deposit of $60,000.00 will be delivered to Escrow Agent within 3 days after Seller signs Contract, "Effective Date".

5. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before April 12, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

6. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance, except Title Evidence.

7. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance, except Title Evidence.

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

8. Paragraph 23, Additional Terms:

   a. Within 10 days of the Effective Date, Buyer will provide Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold seller harmless for any title or property deficiencies. Property is accepted as-is and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in Exhibit "A-1" attached hereto (the "Development Requirements"), (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

BUYER: Hamid Ashtari

Hamid Ashtari
Hamid Ashtari

SELLER: Citrus County, Florida

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

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET);

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

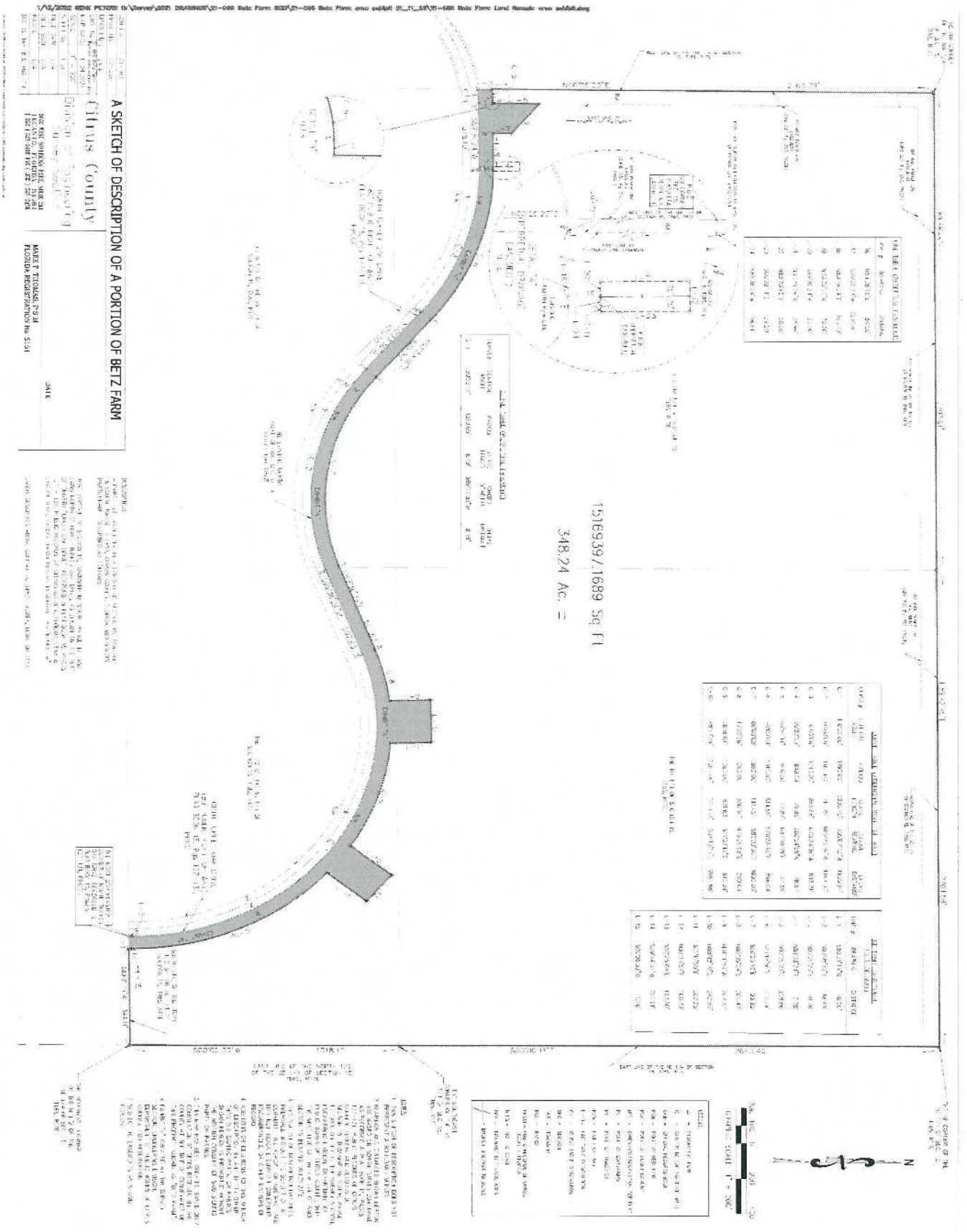
Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

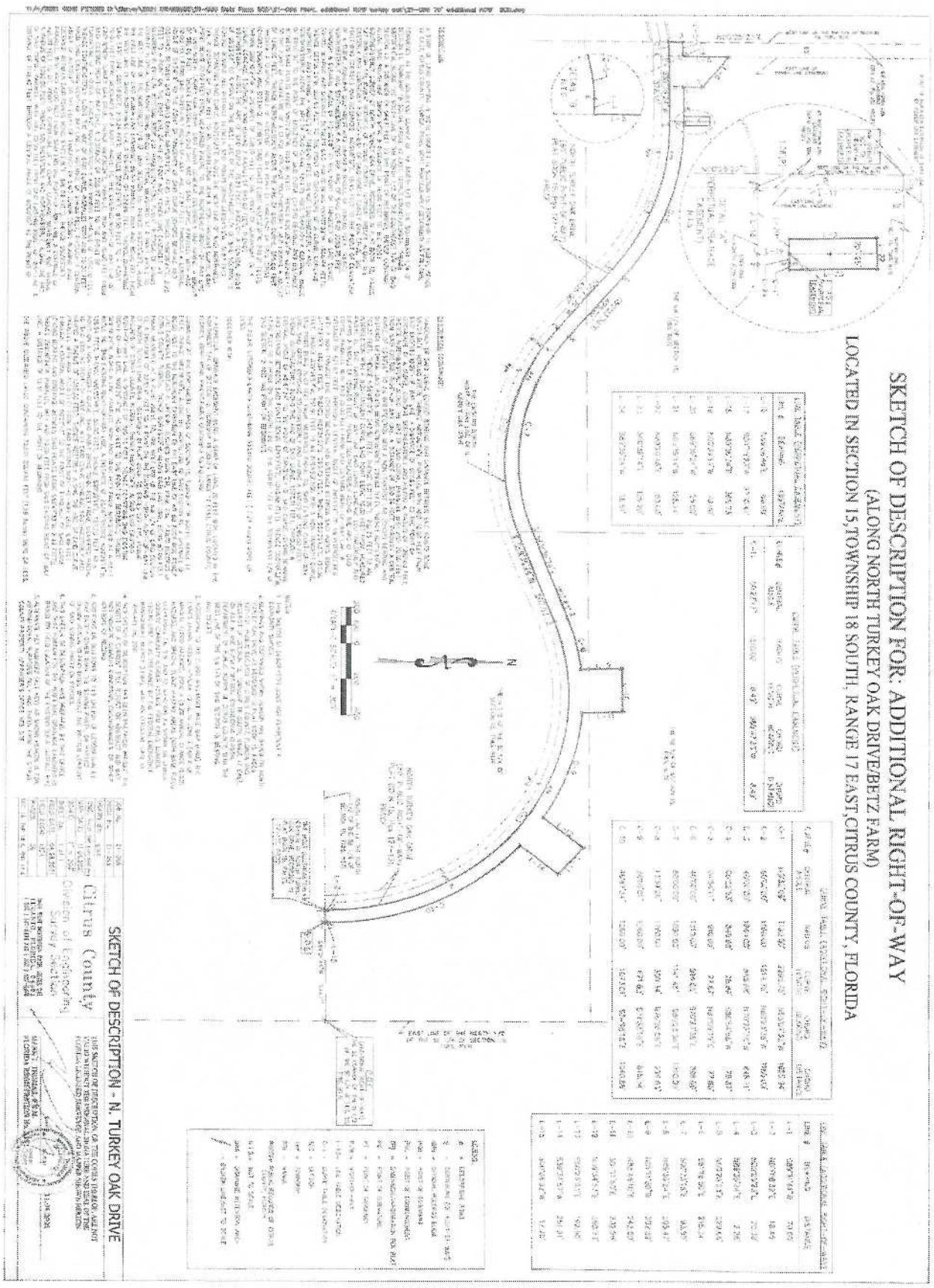
Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]



Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]



Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Exhibit "A-1"

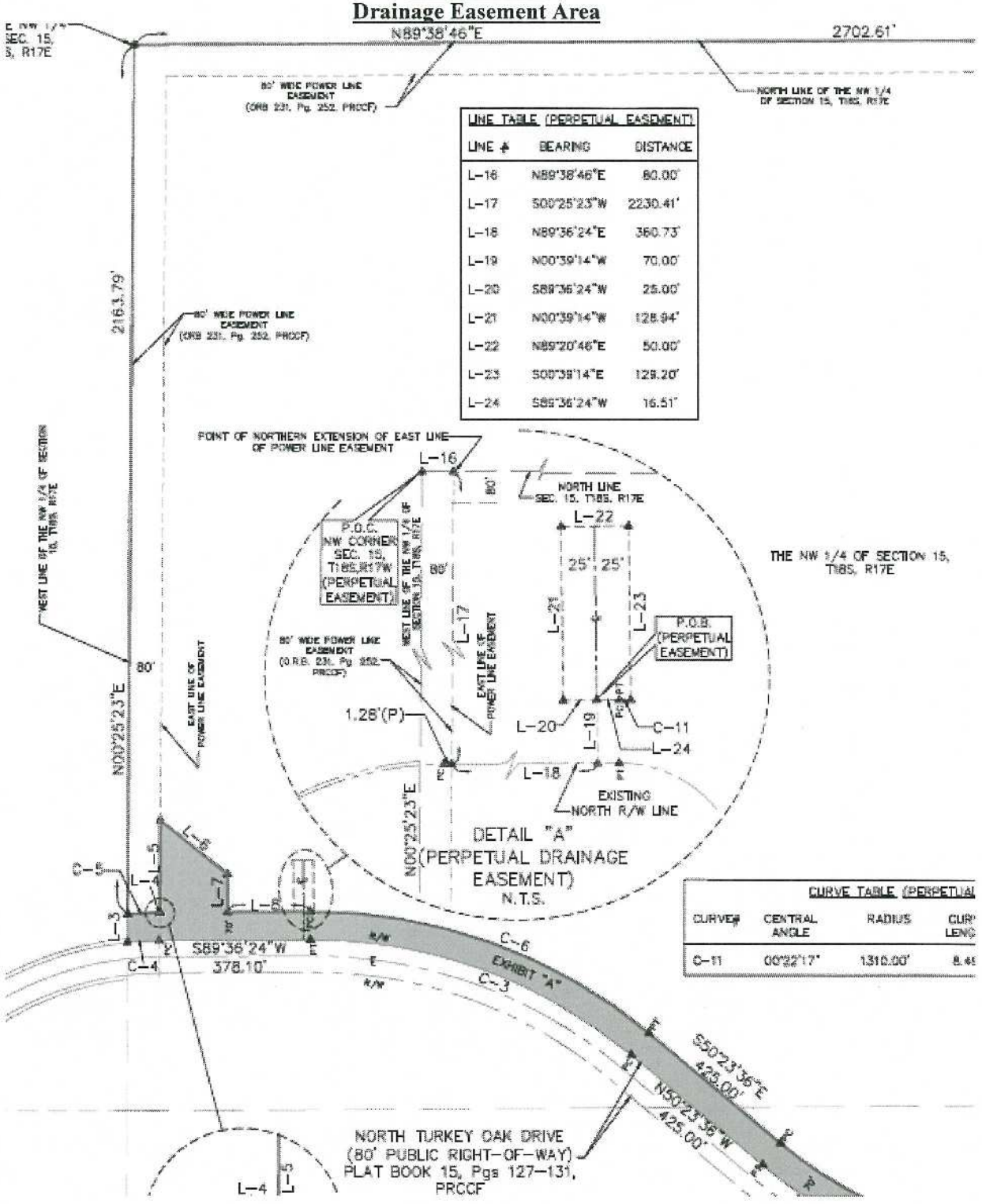
The Property shall be developed with the following required amenities, which development requirements will run with the land way of deed restrictions to be incorporated in the Deed:

- A Clubhouse for Social Gatherings
- Court Related Sporting Facilities
- Swimming Facilities
- Multi-purpose trails and dog parks incorporating Wildlife Observation & Conservation Oriented features
- Road network integrated into natural features
- Distinctive entrance ways with border features

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

Exhibit "A-2"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL			
CURVE#	CENTRAL ANGLE	RADIUS	CURV LENG
C-11	00°22'17"	1310.00'	8.4

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated _____, 202__ (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and Hamid Ashtari _____, whose mailing and physical address is _____, ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of _____, 20___ (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an ***exclusive*** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs**. County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge**. In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

_____

_____

_____

Attention: _____

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

COUNTY:

ATTEST:

_____
_____, Clerk of Court
Citrus County, Florida

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____ _____

Signature Signature

_____ _____

Print Name Print name

Second Witness

_____

Signature

_____

Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

Attachment: 30b Ashtari executed BetzFarmContract33122 (20215 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr.,

Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	CR 491 North Road Widening Project - Land Acquisition - Schlabach, Parcel 3010.
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The CR 491 road widening and improvement project was included in the 2006 Capital Improvement Program as CIP Project No. T2006-02. On June 12, 2018, the BOCC approved Resolution 2018-040 which set the typical section and alignment for the Project. The Project has presently reached the 100% plan stage and right of way acquisition efforts are under way.

Parcel 3010:
Parcel 3010 is owned by Jarey D. and Ruth Schlabach and was purchased by them as husband and wife on March 22, 2002. Parcel 3010 consists of 37,366 square feet of fee simple land which is needed to construct the eastern leg of the new W. Horace Allen intersection. The improvements will allow the County to restore vehicular truck ingress/egress to land owned by JPB, Inc., operating as Baker Distributing. The intersection improvements will create a new cross access for JPB, Inc., and will allow south bound truck traffic to safely enter/exit Baker Distributing at the signalized intersection.

Parcel 3010 has been reviewed and appraised by Citrus County's consultants who have concluded to a market value of $268,700. An incentive offer was made for Parcel 3010 in the amount of $335,875. The incentive offer was consistent with other incentive offers made along the route and was within the allocated right of way budget for Parcel 3010.

The owners of Parcel 3010 have elected to accept the County's incentive offer, have waived their right to hire their own legal counsel or expert consultants at the County's expense, and have executed the County's proposed offer-contract (the "Agreement").

Accordingly, Staff is requesting the Board's approval of the Agreement and its authorization of the Chairman to execute the Agreement as well as any and all further documents which might be required by the Agreement.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
3321C-56339	CR491	$13,060,332	$191,880	$0	$12,868,452

*Prior to settlement.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman or designee to execute the Agreement with Jarey D. & Ruth Schlabach for Parcel 3010 within the CR 491 North Road Widening Project.

b. Approve and authorize the Chairman or designee to execute all related closing documents; approve and authorize payment of related closing costs associated with this property acquisition.

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

d. Authorize the Clerk to place acceptance stamp on any documents upon receipt and record all documents in the Public Records of Citrus County, Florida.

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

PURCHASE AGREEMENT
FOR REAL PROPERTY

THIS AGREEMENT, is made and entered into as of the Effective Date set forth herein, by and between **JAREY D. SCHLABACH and RUTH SCHLABACH,** husband and wife, whose address is 2181 W. Norvell Bryant Highway, Lecanto, FL 34461 (hereinafter referred to as the "Property Owner"), and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as the "County") (the Property Owner and the County, collectively the "Parties").

RECITALS

WHEREAS, project T2006-02 of Citrus County's Capital Improvements Program has been established for the purpose of widening and improving a two-lane section of County Road 491 ("CR 491") located in Lecanto (the "Project");

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County in furtherance of the Project;

WHEREAS, on March 24, 2015, the Board of County Commissioners unanimously decided to proceed with the southern half of the Project from W. Laurel Street to the area where W. Lee Ann Street will be extended;

WHEREAS, on June 12, 2018, the Board of County Commissioners unanimously decided to proceed with the northern segment of the Project from the area where W. Lee Ann Street will be extended to W. Horace Allen Street;

WHEREAS, the Property Owner supports the Project and owns land along the northern segment that will be required for the widening and improvement of CR 491, including drainage retention areas and/or other Project infrastructure requirements;

WHEREAS, the Property Owner and the County have reached an agreement concerning the areas to be acquired for the Project in exchange for the compensation to be paid and the other mutually beneficial covenants and consideration contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the following interests in real property which are located in Citrus County, Florida, and which are depicted and more particularly described in Exhibit "A", attached hereto:

a. Fee simple title to Parcel 3010;

(hereinafter collectively, the "Property"), upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

3. The consideration for this Agreement is as follows:

   a. PURCHASE PRICE. The total purchase price for the Property (the "Purchase Price") shall be $335,875.

   b. The Purchase Price shall constitute full compensation for the Property, including any and all claims for real estate value, any improvements taken (including any trees), damages, interest, attorney's fees, expert fees and costs, including damages and losses related to severance of the Property from Property Owner's remaining lands. The Purchase Price for the Property shall be paid at Closing.

4. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS ("BOCC"). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate..

5. Upon Closing, the Property Owner shall convey Parcel 3010 to the County via a Warranty Deed (the "Deed") in the form attached hereto as **Exhibit "B"**, free and clear of all leases, liens, mortgages and other encumbrances. The Parties acknowledge and agree that Property Owner shall not be required to pay documentary stamp tax on the Deed because the sale of the Property by the Property Owner is taking place under threat of condemnation. The County will pay for recording costs of the Deed.

6. The Property Owner shall deliver to the County, at the Closing, insurable title to the Property free and clear of all leases, liens, mortgages and other encumbrances other than the encumbrances set forth in **Exhibit "C"** (the "Permitted Encumbrances"). The County, at its election and expense, shall obtain a title insurance policy, insuring the County's title to the Property in the full amount of the value of consideration paid for the Property, upon Closing. If (i) the County finds the title to be unmarketable or objects to any encumbrance on the Property other than the Permitted Encumbrances, or if (ii) the County cannot obtain a commitment for the issuance of a title insurance policy on the Property, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Property, and the Property Owner shall have thirty (30) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

attorney, or the County's title insurance company, and this sale shall be closed within fifteen (15) days after the Property Owner has cured such defects to the County's reasonable satisfaction and delivered written notice of such cure to the County or its attorney. The Property Owner shall be required to make best efforts to cure such defects in title. If the Property Owner shall fail to remove or cure the defects in title within said time, the County, at its option, may (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the County or the Property Owner (except those representations, warranties or covenants expressly surviving termination), (ii) proceed to close the sale, accepting title to the Property subject to such defects in title, (iii) avail itself of any remedy in equity (including but not limited to specific performance in order to require the Property Owner to make best efforts or to pay money to cure such defects in title) or in law to recover for damages to the County arising from the Property Owner's failure to meet its obligations under this paragraph, or (iv) file a condemnation proceeding where Seller shall enter into a Stipulated Order of Taking and Final Judgment upon the same terms contained in this Agreement, including but not limited to the amounts set forth herein, which amounts shall be subject to apportionment claims of any tenant or interest holder (easements, liens, etc.) for whom Seller has not obtained a corresponding Release. Should a condemnation action be instituted to acquire the Property subsequent to the Effective Date of this Agreement, Seller hereby waives any and all claims for additional fees and costs in the condemnation action.

7. Ad valorem real property taxes and assessments on the Property ("Taxes), if any, shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of Taxes with the closing agent selected by the County (the "Closing Agent"), as such amount shall be reasonably determined by the County and the Closing Agent, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All Taxes which are or which may become a lien against the Property shall be satisfied of record by Property Owner at Closing. In the event the County acquires title to the Property between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Closing Agent an amount equal to the then current Taxes prorated to the date of Closing. In the event County acquires fee title to the Property on or after November 1, Property Owner shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Closing Agent.

8. Subject to the curative period provided in paragraph 6, and any other closing contingencies or extensions provided under this Agreement, the sale of the Property shall be closed and the instrument(s) set forth in paragraph 5, shall be delivered to the County within thirty (30) days after approval of this Agreement by the County ("Closing"). The Property Owner shall deliver occupancy and possession of the Property to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Property to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

diminishes the value of the Property. If, after the date of execution of this Agreement but before the Closing, the Property or any of the improvements thereon shall be altered, burned, damaged, or destroyed by man-made or natural act or event, regardless of the fault, then the County, at its sole discretion, shall have the option of (i) proceeding to Closing, or (ii) terminating this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the County or the Property Owner (except those representations, warranties or covenants expressly surviving termination).

9. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto between the date of execution of this Agreement and the Closing and containing such standard certifications as required by the title insurance company and the County, and stating either (i) that there have been no improvements made to the Property during the one hundred twenty (120) days immediately preceding the date of Closing, or (ii) if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

10. At Closing, the distribution of the Purchase Price will be made by the County to the Closing Agent specified by the County in the form of a County Warrant or by wire transfer of closing proceeds. Final distribution of the Property Owner's proceeds will be made to the Property Owner by the Closing Agent.

11. At the County's option, the Property may be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Property or that any improvements located on the Property encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may (i) terminate this Agreement and all rights and liabilities arising hereunder (except those representations, warranties or covenants expressly surviving termination), or (ii) close the sale in the same manner as if no such encroachments had been found.

12. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties.

13. Except as otherwise expressly stated in this Agreement, the County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Property to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims,

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

14. If the County fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the Property Owner, then the Property Owner may, as their sole and exclusive remedy, sue for specific performance of this Agreement. If the Property Owner fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform the Property Owner's obligations hereunder, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the County, then the County may (i) sue for specific performance of this Agreement or (ii) file a condemnation proceeding where Seller shall enter into a Stipulated Order of Taking and Final Judgment upon the same terms contained in this Agreement, including but not limited to the amounts set forth herein, which amounts shall be subject to apportionment claims of any tenant or interest holder (easements, liens, etc.) for whom Seller has not obtained a corresponding Release. Should a condemnation action be instituted to acquire the Property subsequent to the Effective Date of this Agreement, Seller hereby waives any and all claims for additional fees and costs in the condemnation action.

15. The Property Owner represents and warrants that there are no hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") deposited, located, placed or released on the Property. The Property Owner's representations and warranties under this paragraph 15 shall survive Closing. If at any time between execution hereof and the Closing the County determines in its sole discretion that there are Contaminants affecting the Property, the County may, at its sole discretion, elect to (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the County or the Property Owner or (ii) close the sale in the same manner as if no such Contaminants had been found. If at any time after the Closing, the County determines in its sole discretion that there are Contaminants deposited, located, placed or released on the Property prior to Closing, the Property Owner shall be obligated to pay all reasonable costs for immediate removal of all such Contaminants deposited, located, placed or released on the Property prior to Closing. Notwithstanding any other provision under this Agreement, Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of the existence of Contaminants deposited, located, placed or released on the Property taking place after the Effective Date and prior to Closing. Property Owner's indemnification obligation under this paragraph shall survive Closing and/or termination of this Agreement.

16. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

17. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to the execution and Closing of this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

18. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

19. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.

20. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

21. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

22. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:	Jarey D. Schlabach 2181 W. Norvell Bryant Highway Lecanto, FL 34461
To Citrus County:	Citrus County Administrator's Office 110 N. Apopka Avenue Inverness, FL 34450
With copy to:	Transportation Project Manager 3600 W. Sovereign Path, Ste. 242 Lecanto, FL 34461

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

With copy to: GrayRobinson, P.A.
c/o W. Campbell McLean, Esq.
401 E. Jackson Street, Suite 2700
Tampa, FL 33602

23. The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

24. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties under this Agreement, such consent shall not be unreasonably withheld.

25. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

26. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

27. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, Southwest Florida Water Management District drainage permit, or any other permit for any County project which intends to utilize the Property, or any subsequent application for a modification thereto. Property Owner's restrictive covenant under this paragraph shall survive Closing.

28. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

29. As partial consideration for Property Owner's entry into this Agreement, the County will install fencing and gates to the Property Owner's remaining lands in substantial conformance with the illustration shown in **Exhibit "D."**

30. This Agreement may be executed in any number of counterparts, and by the different Parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement, binding on all of the Parties. Any of the Parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail or other electronic transmission (including via an Adobe portable document format file (also known as a "PDF" file)) shall be effective as delivery of a manually executed counterpart hereof. Each Party intends to

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

be bound by such Party's facsimile, "PDF" or other electronically delivered format signature on this Agreement, is aware that the other Parties hereto may rely on any such electronically transmitted signature, and hereby waives any and all defenses to the enforcement of this Agreement based upon the form of signature or its manner of delivery.

[Execution signatures appear on the following page.]

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

IN WITNESS WHEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Property Owner:

Execution Date: 3-22-2022

By: Jarey D. Schlabach
Jarey D. Schlabach

Execution Date: March 22, 2022

By: Ruth Schlabach
Ruth Schlabach

County:

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

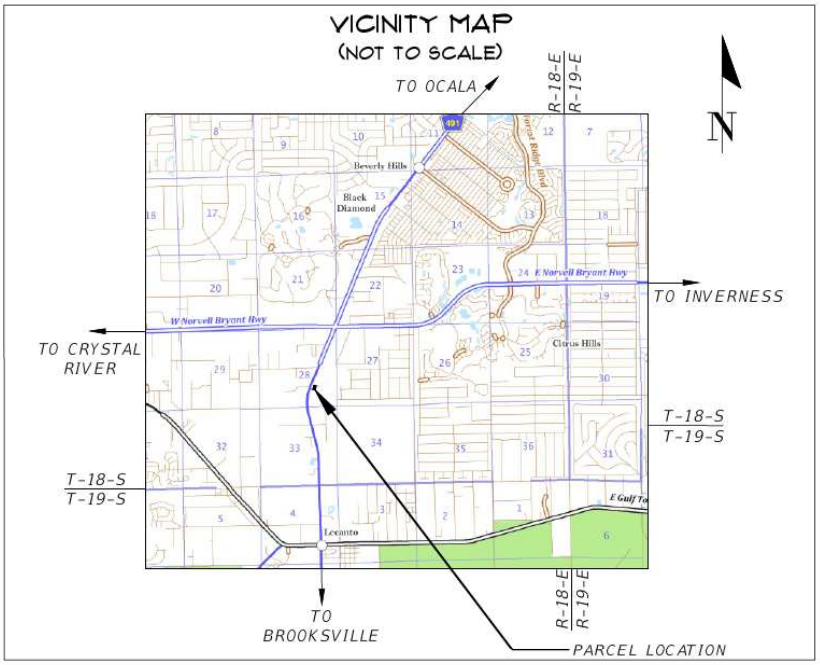
Execution Date: _____

By: _____
Ronald E. Kitchen, Jr., Chair

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land Acquisition -

EXHIBIT "A"

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3010 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3010, DATED DECEMBER 9, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.

5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
■ = FOUND CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
▭ = EXISTING CATCH BASIN
——— X ——— = EXISTING 4' WIRE FENCE
——— ST ——— = EXISTING STORM SEWER LINE
(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SCHLABACH JAREY D & RUTH

SHEET NO. 1 OF 4

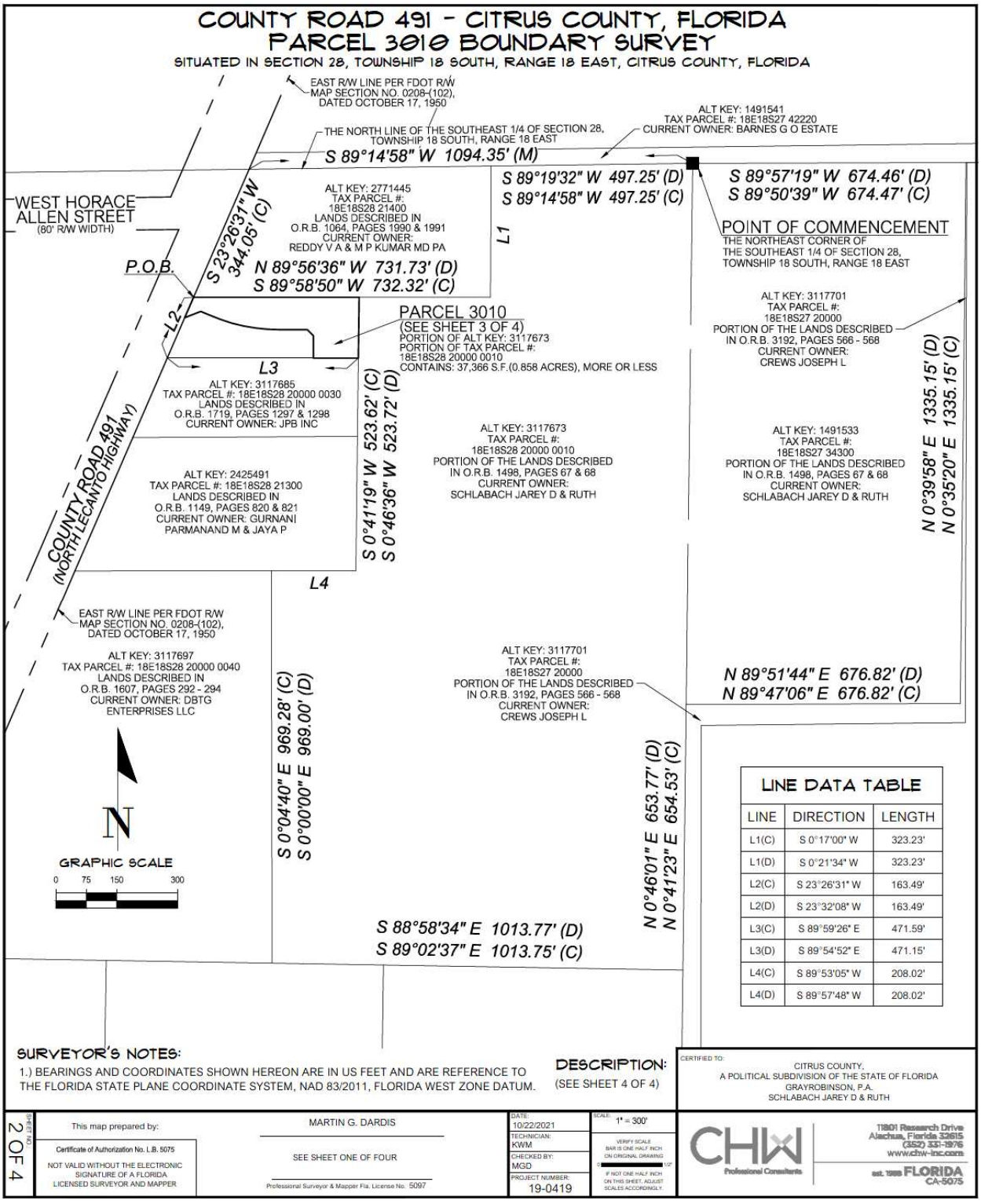
This map prepared by:
Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

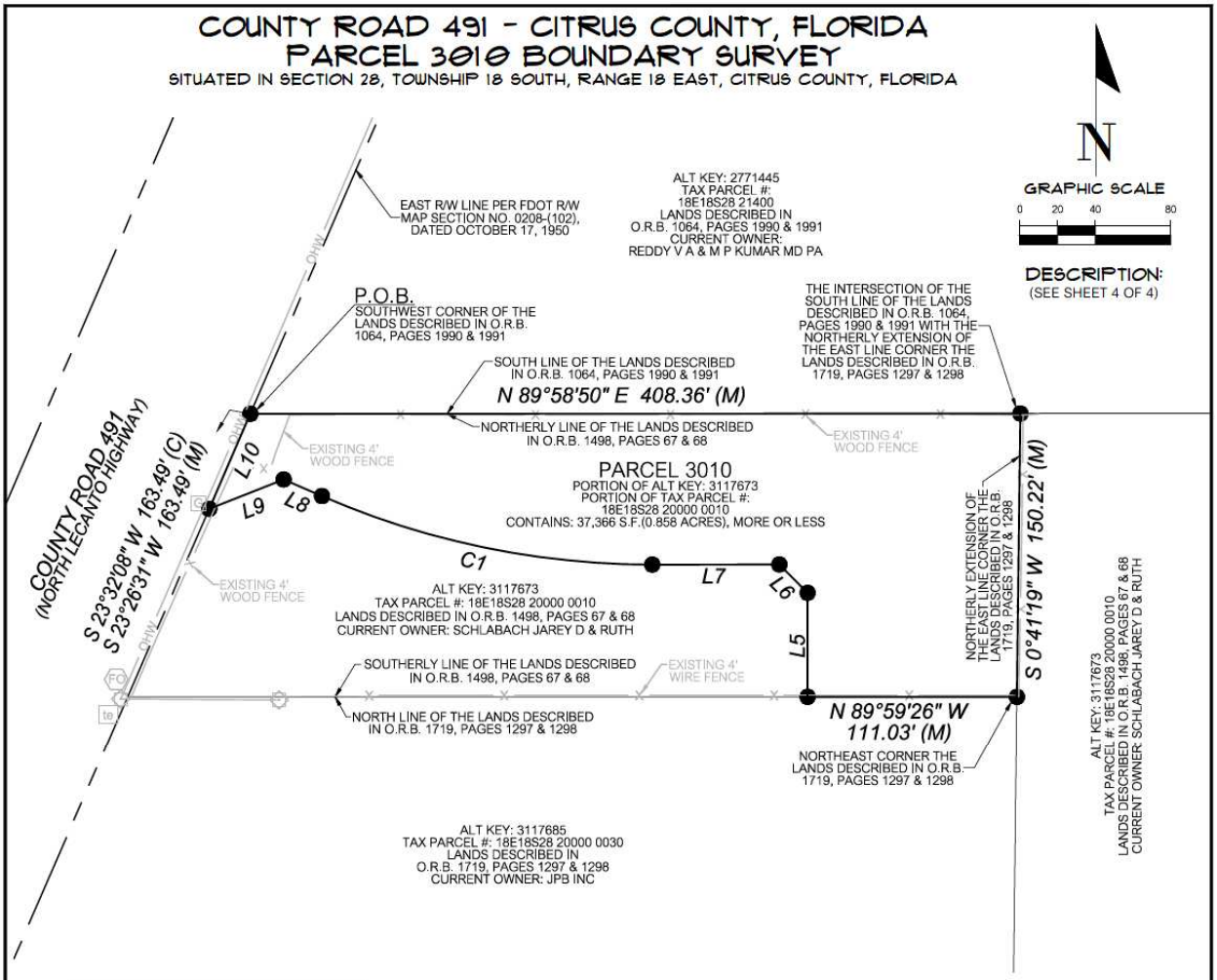
CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1989 FLORIDA CA-5075

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land



Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3010 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L5(M)	N 0°00'34" E	55.15'
L6(M)	N 45°00'18" W	21.21'
L7(M)	S 89°58'50" W	67.38'
L8(M)	N 66°33'29" W	22.17'
L9(M)	S 68°26'31" W	42.43'
L10(M)	N 23°26'31" E	54.91'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	180.17'	440.00'	23°27'42"	91.37'	178.92'	N 78°17'20" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SCHLABACH JAREY D & RUTH

SHEET NO. 3 OF 4

This map prepared by:
Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419
SCALE: 1" = 80'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3010 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1498, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89°14'58" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1094.35 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 344.05 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1064, PAGES 1990 AND 1991 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING, SAID POINT ALSO BEING A BOUNDARY CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1498, PAGES 67 AND 68; THENCE DEPARTING SAID WEST RIGHT OF WAY, NORTH 89°58'50" EAST, ALONG THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1064, PAGES 1990 AND 1991 AND ALONG A NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1498, PAGES 67 AND 68, A DISTANCE OF 408.36 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIED IN OFFICIAL RECORDS BOOK 1719, PAGES 1297 AND 1298 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTHERLY LINE, SOUTH 0°41'19" WEST, ALONG SAID NORTHERLY EXTENSION OF SAID EAST LINE, A DISTANCE OF 150.22 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGES 1297 AND 1298, SAID POINT BEING A BOUNDARY CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1498, PAGES 67 AND 68; THENCE NORTH 89°59'26" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGES 1297 AND 1298 AND ALONG A SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1498, PAGES 67 AND 68, A DISTANCE OF 111.03 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTHERLY LINE, NORTH 0°00'34" EAST, A DISTANCE OF 55.15 FEET; THENCE NORTH 45°00'18" WEST, A DISTANCE OF 21.21 FEET; THENCE SOUTH 89°58'50" WEST, A DISTANCE OF 67.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°17'20" WEST, 178.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°27'42", AN ARC LENGTH OF 180.17 FEET; THENCE NORTH 66°33'29" WEST, A DISTANCE OF 22.17 FEET; THENCE SOUTH 68°26'31" WEST, A DISTANCE OF 42.43 FEET TO AFOREMENTIONED WEST RIGHT OF WAY LINE; THENCE NORTH 23°26'31" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 54.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 37,366 SQUARE FEET (0.858 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND
MADE A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SCHLABACH JAREY D & RUTH

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1985 FLORIDA CA-5075

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

EXHIBIT "B"

Parcel: ####
Project: CR 491 Road Widening

This instrument prepared by:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Return to:
Susan Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

A portion of Parcel Identification Number: ######-#### (AltKey ########)

NOTE TO RECORDING DEPARTMENT: THIS CONVEYANCE OF REALTY MADE TO A GOVERNMENTAL ENTITY UNDER THREAT OF CONDEMNATION AND IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO SECTIONS 12B-4.013(4) AND/OR 12B-4.014(13), FLORIDA ADMINISTRATIVE CODE.

GENERAL WARRANTY DEED

***THIS DEED*,** made this _____ day of _____, 2022, by **JOHN SMITH,** whose address is PO Box 359, Lecanto, FL 34460, Grantor; and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 110 North Apopka Avenue, Inverness, Florida ("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:

See Exhibit "A" attached hereto and made a part hereof.

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

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

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 easements of record and taxes accruing subsequent to December 31, 2022.

(Execution and Acknowledgment Pages Attached)
[can delete if it will fit below]

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

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:

GRANTOR:

[INSERT BIZ OWNER NAME IN BOLD]

_____
WITNESS
Printed Name: _____

By:_____
[**or Print name]**

_____
WITNESS
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
NOTARY PUBLIC
Printed Name: _____
Commission Expires: _____

[Legal descriptions will be attached on the following pages as **EXHIBIT A**]

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

EXHIBIT "C"

Permitted Exceptions

(a) Ad valorem taxes for the year of Closing and subsequent years;

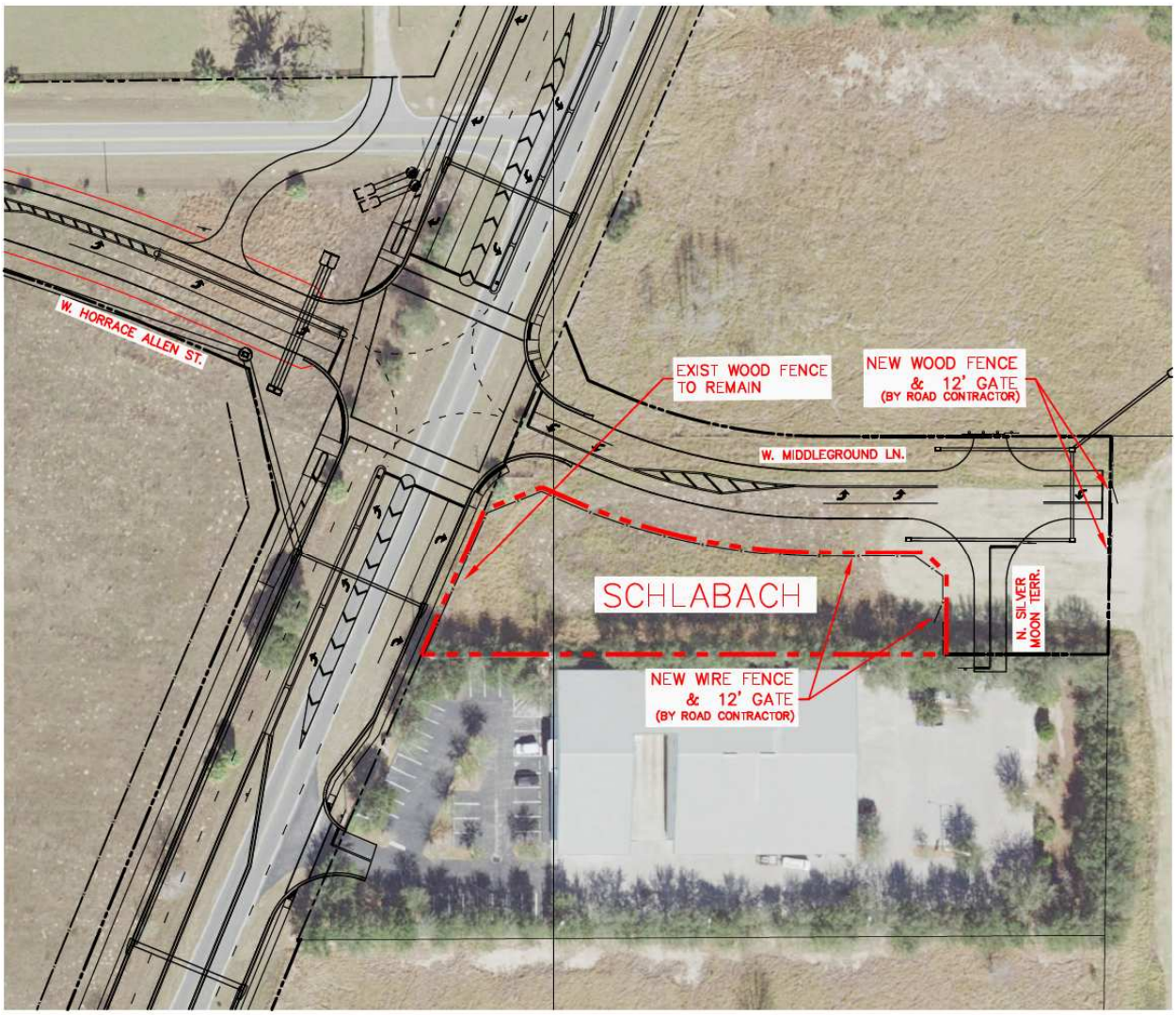
(b) Zoning, environmental and all other building and other regulations, laws, ordinances, notices, orders, rules, permits, restrictions, codes and requirements of any governmental authorities, federal, state, county, or local provided same shall not be violated by the existing premises and the current use/operation of same.

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

EXHIBIT "D"

N
W E
S

SCALE 1" = 100 FT.



SCHLABACH ROW
PARCEL 3010
ABBREVIATED PARENT TRACT
REMAINDER

TIPTON ASSOCIATES INCORPORATED tai

FIGURE 3

#46773813 v1

Attachment: 2d Supporting Docs Agreement - signed by Schlabachs only (CR491) (20132 : CR 491 North Road Widening Project - Land

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Fund Balance
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Administrative Regulation (AR) 06.04 Fund Balance Policy requires on an annual basis a schedule of all fund balances projected and actual be presented to the Board. Attached is a budget resolution that recognizes the difference between the budgeted fund balance and actual fund balance for Fiscal Year 2021. Since budgets generally differ from expenses, the budgeted revenue Cash Carry Forward is adjusted either higher or lower to the expenditure Reserve Cash Forward accounts. Where there were not sufficient reserves, line items were adjusted to compensate for the shortfall. It is important to note these are one-time revenues/expenditures and not recurring.

The FY 21/22 budget adopted in September had General Fund Budgeted reserves funded at 14.5% or $13,894,840. The mid-year adjustment reflects excess reserves of $3,924,435, with $3,074,435 applied to the reserve balance providing 17% reserves. County policy states the County will establish a minimum unassigned fund balance in the General Fund of eight percent (8%) and a maximum of seventeen percent (17%) of the General Fund operating budget.

It is recommended that the reserve funds be allocated as follows:

Equipment Replacement:

2006 International 4200 Tandem Dump Truck	$ 140,000
2012 Kubota Mower	$ 235,000
1994 Caterpillar RT 80	$ 65,000
2000 BoMage Roller/Drum & Tire	$ 150,000
2004 Kaiser Gator (replace with 2 Mini Excav)	$ 128,000
Replenish General Fund Contingency	$ 437,000
Reserves (usage as Board deems appropriate)	$2,769,435
Total	$3,924,435

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 budget resolution to recognize the actual fund balance brought forward from September 30, 2021.

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2021-22

WHEREAS, the Citrus County Fund Balance policy requires an annual schedule of all fund balances, projected and actual; and

WHEREAS, certain fund balances need to be adjusted to balance the actual with the projected; and

WHEREAS, this was not included in the original budget process; therefore, it is necessary for the Board to amend the budget for Fiscal Year 2021-22; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit "A" attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 12th day of April 2022, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

001 CAPITAL IMPROVEMENT PROG

	Account Number	Account Description	Amount
Revenues	001-400200	CARRY FORWARD	$3,924,435
		Total Revenues	$3,924,435
Expenditures	001-2140-53400	OTHER CONTRACTUAL SERV	$80,000
	001-2140-56400	MACHINERY & EQUIPMENT	$855,000
	001-5105-58207	NATURE COAST EMER FOUNDAT	($244,225)
	001-9999-59100	TRANSFERS	$244,225
	001-9999-60050	RESERVE FOR CONTINGENCIES	$437,000
	001-9999-61000	RESERVED BUDGET FUND BAL	$2,552,435
		Total Expenditures	$3,924,435

001A GENERAL FUND CIP

	Account Number	Account Description	Amount
Revenues	001A-400200	CARRY FORWARD	($63,385)
		Total Revenues	($63,385)
Expenditures	001A-3120-61000	RESERVED BUDGET FUND BAL	($63,385)
		Total Expenditures	($63,385)

001B RADIO SYSTEM MAINTENANCE

	Account Number	Account Description	Amount
Revenues	001B-400200	CARRY FORWARD	$20,257
		Total Revenues	$20,257
Expenditures	001B-1250-61000	RESERVED BUDGET FUND BAL	$20,257
		Total Expenditures	$20,257

001C COUNTY COVID GRANT PROGRM

	Account Number	Account Description	Amount
Revenues	001C-400200	CARRY FORWARD	$5,273,007
		Total Revenues	$5,273,007
Expenditures	001C-3110-53100	PROFESSIONAL SERVICES	$683,471
	001C-3110-53200	ACCOUNTING & AUDITING	$20,400
	001C-3110-53400	OTHER CONTRACTUAL SERV	$202
	001C-3110-53416	SOFTWARE AS A SERVICE	$11,400
	001C-3110-54100	COMMUNICATIONS SERVICES	$4,825
	001C-3110-55270	COMPUTER ACCESSORIES	$11,220
	001C-3110-56200	BUILDINGS	$1,270,000

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	001C-3110-58100	AID TO GOVERNMENT AGENCY	$26,675
	001C-3110-58200	DIST OF FUND TO OTHER ORG	$50,000
	001C-3110-59100	TRANSFERS	$951
	001C-3110-61000	RESERVED BUDGET FUND BAL	$3,193,863
		Total Expenditures	$5,273,007

001D PROPERTY ABATEMENT

	Account Number	Account Description	Amount
Revenues	001D-400200	CARRY FORWARD	$121,699
		Total Revenues	$121,699
Expenditures	001D-1350-61000	RESERVED BUDGET FUND BAL	$121,699
		Total Expenditures	$121,699

002G FEMA - IRMA

	Account Number	Account Description	Amount
Revenues	002G-400200	CARRY FORWARD	$192,647
		Total Revenues	$192,647
Expenditures	002G-2100G-56200	BUILDINGS	$192,647
		Total Expenditures	$192,647

002H CARES ACT FUNDING

	Account Number	Account Description	Amount
Revenues	002H-400200	CARRY FORWARD	($5,273,007)
		Total Revenues	($5,273,007)
Expenditures	002H-2100H-53100	PROFESSIONAL SERVICES	($489,261)
	002H-2100H-53416	SOFTWARE AS A SERVICE	($11,400)
	002H-2100H-55270	COMPUTER ACCESSORIES	($4,800)
	002H-2100H-56200	BUILDINGS	($1,270,000)
	002H-2100H-58200	DIST OF FUND TO OTHER ORG	($50,000)
	002H-2100H-61000	RESERVED BUDGET FUND BAL	($3,447,546)
		Total Expenditures	($5,273,007)

002J AMERICAN RESCUE PLN GRANT

	Account Number	Account Description	Amount
Revenues	002J-400200	CARRY FORWARD	($162,970)
		Total Revenues	($162,970)
Expenditures	002J-2100J-60080	RES FOR CAPITAL PROJECTS	($162,970)
		Total Expenditures	($162,970)

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

004 SUPERVISOR OF ELECTIONS

	Account Number	Account Description	Amount
Revenues	004-400200	CARRY FORWARD	$228,931
		Total Revenues	$228,931
Expenditures	004-2440-61000	RESERVED BUDGET FUND BAL	$228,931
		Total Expenditures	$228,931

008 FL GAS REFORESTATION COMP

	Account Number	Account Description	Amount
Revenues	008-400200	CARRY FORWARD	$13,954
		Total Revenues	$13,954
Expenditures	008-5765-55200	OPERATING SUPPLIES	$13,954
		Total Expenditures	$13,954

018 KENSINGTON EST U1&2 SLD

	Account Number	Account Description	Amount
Revenues	018-400200	CARRY FORWARD	$39
		Total Revenues	$39
Expenditures	018-7122-61000	RESERVED BUDGET FUND BAL	$39
		Total Expenditures	$39

019 CEDAR LAKE EST SLD

	Account Number	Account Description	Amount
Revenues	019-400200	CARRY FORWARD	$39
		Total Revenues	$39
Expenditures	019-7123-61000	RESERVED BUDGET FUND BAL	$39
		Total Expenditures	$39

020 CARPENTERS CTRY SQ U1 SLD

	Account Number	Account Description	Amount
Revenues	020-400200	CARRY FORWARD	$58
		Total Revenues	$58
Expenditures	020-7124-61000	RESERVED BUDGET FUND BAL	$58
		Total Expenditures	$58

021 LOVELACE LODGES SLD

	Account Number	Account Description	Amount
Revenues	021-400200	CARRY FORWARD	$793
		Total Revenues	$793

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	021-7125-61000	RESERVED BUDGET FUND BAL	$793
		Total Expenditures	$793

027 CRYSTAL OAKS SLD PH 7&8

	Account Number	Account Description	Amount
Revenues	027-400200	CARRY FORWARD	$107
		Total Revenues	$107
Expenditures	027-7121-61000	RESERVED BUDGET FUND BAL	$107
		Total Expenditures	$107

028 SOUTHERN WDS SLD PH 2&3

	Account Number	Account Description	Amount
Revenues	028-400200	CARRY FORWARD	$107
		Total Revenues	$107
Expenditures	028-7120-61000	RESERVED BUDGET FUND BAL	$107
		Total Expenditures	$107

029 SOUTHERN WOODS SLD

	Account Number	Account Description	Amount
Revenues	029-400200	CARRY FORWARD	$86
		Total Revenues	$86
Expenditures	029-7119-61000	RESERVED BUDGET FUND BAL	$86
		Total Expenditures	$86

029A SOUTHERN WOODS PHIIB SLD

	Account Number	Account Description	Amount
Revenues	029A-400200	CARRY FORWARD	$54
		Total Revenues	$54
Expenditures	029A-7119A-61000	RESERVED BUDGET FUND BAL	$54
		Total Expenditures	$54

029B SOUTHERN WOODS PHIV SLD

	Account Number	Account Description	Amount
Revenues	029B-400200	CARRY FORWARD	$69
		Total Revenues	$69
Expenditures	029B-7119B-61000	RESERVED BUDGET FUND BAL	$69
		Total Expenditures	$69

031 METROPOLITAN PLAN ORG

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	031-400200	CARRY FORWARD	$5,588
		Total Revenues	$5,588
Expenditures	031-5793-61000	RESERVED BUDGET FUND BAL	$5,588
		Total Expenditures	$5,588

040 DRUG COURT

	Account Number	Account Description	Amount
Revenues	040-400200	CARRY FORWARD	($2,473)
		Total Revenues	($2,473)
Expenditures	040-5750-51200	REGULAR SALARIES & WAGES	($2,473)
		Total Expenditures	($2,473)

049 COUNTY COURT MEDIATION

	Account Number	Account Description	Amount
Revenues	049-400200	CARRY FORWARD	$730
		Total Revenues	$730
Expenditures	049-2334-609-61000	RESERVED BUDGET FUND BAL	$730
		Total Expenditures	$730

050 HAMPTON HILLS

	Account Number	Account Description	Amount
Revenues	050-400200	CARRY FORWARD	$62
		Total Revenues	$62
Expenditures	050-7118-61000	RESERVED BUDGET FUND BAL	$62
		Total Expenditures	$62

065 BOATING IMPROVEMENT

	Account Number	Account Description	Amount
Revenues	065-400200	CARRY FORWARD	$816
		Total Revenues	$816
Expenditures	065-6115-61000	RESERVED BUDGET FUND BAL	$816
		Total Expenditures	$816

079 TEEN COURT

	Account Number	Account Description	Amount
Revenues	079-400200	CARRY FORWARD	$8,964
		Total Revenues	$8,964
Expenditures	079-2155-51200	REGULAR SALARIES & WAGES	$2,473

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	079-2155-61000	RESERVED BUDGET FUND BAL	$6,491
		Total Expenditures	$8,964

090 CRIME PREVENTION PROGRAMS

	Account Number	Account Description	Amount
Revenues	090-400200	CARRY FORWARD	$6,448
		Total Revenues	$6,448
Expenditures	090-5860-61000	RESERVED BUDGET FUND BAL	$6,448
		Total Expenditures	$6,448

093 ARTICLE V TECHNOLOGY

	Account Number	Account Description	Amount
Revenues	093-400200	CARRY FORWARD	$104,265
		Total Revenues	$104,265
Expenditures	093-5703-60050	RESERVE FOR CONTINGENCIES	$104,265
		Total Expenditures	$104,265

094 ARTICLE 5 FACILITIES

	Account Number	Account Description	Amount
Revenues	094-400200	CARRY FORWARD	$68,960
		Total Revenues	$68,960
Expenditures	094-5704-61000	RESERVED BUDGET FUND BAL	$68,960
		Total Expenditures	$68,960

095 ARTICLE V LEGAL AID

	Account Number	Account Description	Amount
Revenues	095-400200	CARRY FORWARD	$9
		Total Revenues	$9
Expenditures	095-5705-59100	TRANSFERS	$9
		Total Expenditures	$9

096 ARTICLE V LAW LIBRARY

	Account Number	Account Description	Amount
Revenues	096-400200	CARRY FORWARD	$18,834
		Total Revenues	$18,834
Expenditures	096-5706-59100	TRANSFERS	$18,834
		Total Expenditures	$18,834

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

097 ARTICLE V JUVENILE ALTERN

	Account Number	Account Description	Amount
Revenues	097-400200	CARRY FORWARD	$6,484
		Total Revenues	$6,484
Expenditures	097-5707-59100	TRANSFERS	$6,484
		Total Expenditures	$6,484

098 ARTICLE V INNOVATIVE PROG

	Account Number	Account Description	Amount
Revenues	098-400200	CARRY FORWARD	$14,531
		Total Revenues	$14,531
Expenditures	098-5708-61000	RESERVED BUDGET FUND BAL	$14,531
		Total Expenditures	$14,531

099 ARTICLE V LAW ENFORCE TRN

	Account Number	Account Description	Amount
Revenues	099-400200	CARRY FORWARD	$2,778
		Total Revenues	$2,778
Expenditures	099-5709-53000	OPERATING EXPENSES	$2,778
		Total Expenditures	$2,778

102 RESERVES AND TRANSFERS

	Account Number	Account Description	Amount
Revenues	102-400200	CARRY FORWARD	($62,828)
		Total Revenues	($62,828)
Expenditures	102-4102-54600	REPAIR & MAINTENANCE	$16,770
	102-4102-56200	BUILDINGS	$17,000
	102-9998-61000	RESERVED BUDGET FUND BAL	($96,598)
		Total Expenditures	($62,828)

103 STORMWATER ASSESSMENT

	Account Number	Account Description	Amount
Revenues	103-400200	CARRY FORWARD	($215,000)
		Total Revenues	($215,000)
Expenditures	103-4105-61000	RESERVED BUDGET FUND BAL	($215,000)
		Total Expenditures	($215,000)

104 PARKS SPECIAL PROGRAMS

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	104-400200	CARRY FORWARD	$31
		Total Revenues	$31
Expenditures	104-6104-61000	RESERVED BUDGET FUND BAL	$31
		Total Expenditures	$31

106 ANIMAL SERVICES

	Account Number	Account Description	Amount
Revenues	106-400200	CARRY FORWARD	$310,373
		Total Revenues	$310,373
Expenditures	106-5106-60080	RES FOR CAPITAL PROJECTS	$243,992
	106-5106-61000	RESERVED BUDGET FUND BAL	$66,381
		Total Expenditures	$310,373

108 CHASSAHOWITZKA RV CMPGRND

	Account Number	Account Description	Amount
Revenues	108-400200	CARRY FORWARD	($1,466)
		Total Revenues	($1,466)
Expenditures	108-6150-61000	RESERVED BUDGET FUND BAL	($1,466)
		Total Expenditures	($1,466)

112 BUSINESS TAX FUND

	Account Number	Account Description	Amount
Revenues	112-400200	CARRY FORWARD	$19,926
		Total Revenues	$19,926
Expenditures	112-2790-61000	RESERVED BUDGET FUND BAL	$19,926
		Total Expenditures	$19,926

128 CASTLE LAKE PARK SLD

	Account Number	Account Description	Amount
Revenues	128-400200	CARRY FORWARD	$159
		Total Revenues	$159
Expenditures	128-7126-61000	RESERVED BUDGET FUND BAL	$159
		Total Expenditures	$159

130 FISHING IMPROVEMENT

	Account Number	Account Description	Amount
Revenues	130-400200	CARRY FORWARD	$4,687
		Total Revenues	$4,687

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	130-6306-61000	RESERVED BUDGET FUND BAL	$4,687
		Total Expenditures	$4,687

131 LIBRARIES

	Account Number	Account Description	Amount
Revenues	131-400200	CARRY FORWARD	($122,320)
		Total Revenues	($122,320)
Expenditures	131-6212-61000	RESERVED BUDGET FUND BAL	($122,320)
		Total Expenditures	($122,320)

131D FL ARTS LICENSE PLATE

	Account Number	Account Description	Amount
Revenues	131D-400200	CARRY FORWARD	($1,858)
		Total Revenues	($1,858)
Expenditures	131D-6212D-56600	LIBRARY BOOKS-PUBLICATION	($656)
	131D-6212D-61000	RESERVED BUDGET FUND BAL	($1,202)
		Total Expenditures	($1,858)

135 CONNELL HEIGHTS

	Account Number	Account Description	Amount
Revenues	135-400200	CARRY FORWARD	($71)
		Total Revenues	($71)
Expenditures	135-7115-61000	RESERVED BUDGET FUND BAL	($71)
		Total Expenditures	($71)

136 DIXIE SHORES

	Account Number	Account Description	Amount
Revenues	136-400200	CARRY FORWARD	$42
		Total Revenues	$42
Expenditures	136-7114-61000	RESERVED BUDGET FUND BAL	$42
		Total Expenditures	$42

137 EMERALD OAKS

	Account Number	Account Description	Amount
Revenues	137-400200	CARRY FORWARD	$98
		Total Revenues	$98
Expenditures	137-7116-61000	RESERVED BUDGET FUND BAL	$98
		Total Expenditures	$98

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

138 APACHE SHORES

	Account Number	Account Description	Amount
Revenues	138-400200	CARRY FORWARD	$111
		Total Revenues	$111
Expenditures	138-7117-61000	RESERVED BUDGET FUND BAL	$111
		Total Expenditures	$111

139 CRYSTAL OAKS

	Account Number	Account Description	Amount
Revenues	139-400200	CARRY FORWARD	$178
		Total Revenues	$178
Expenditures	139-7113-61000	RESERVED BUDGET FUND BAL	$178
		Total Expenditures	$178

140 CYPRESS VILLAGE

	Account Number	Account Description	Amount
Revenues	140-400200	CARRY FORWARD	$7,428
		Total Revenues	$7,428
Expenditures	140-7112-61000	RESERVED BUDGET FUND BAL	$7,428
		Total Expenditures	$7,428

141 FOXWOOD

	Account Number	Account Description	Amount
Revenues	141-400200	CARRY FORWARD	$57
		Total Revenues	$57
Expenditures	141-7111-61000	RESERVED BUDGET FUND BAL	$57
		Total Expenditures	$57

142 RIVERHAVEN VILLAGE

	Account Number	Account Description	Amount
Revenues	142-400200	CARRY FORWARD	$459
		Total Revenues	$459
Expenditures	142-7110-61000	RESERVED BUDGET FUND BAL	$459
		Total Expenditures	$459

143 CRYSTAL PARADISE

	Account Number	Account Description	Amount
Revenues	143-400200	CARRY FORWARD	$187
		Total Revenues	$187

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	143-7109-61000	RESERVED BUDGET FUND BAL	$187
		Total Expenditures	$187

144 CRYSTAL GLEN

	Account Number	Account Description	Amount
Revenues	144-400200	CARRY FORWARD	$104
		Total Revenues	$104
Expenditures	144-7108-61000	RESERVED BUDGET FUND BAL	$104
		Total Expenditures	$104

144A CRYSTAL GLEN PH IIA SLD

	Account Number	Account Description	Amount
Revenues	144A-400200	CARRY FORWARD	$20
		Total Revenues	$20
Expenditures	144A-7108A-61000	RESERVED BUDGET FUND BAL	$20
		Total Expenditures	$20

145 CINNAMON RIDGE

	Account Number	Account Description	Amount
Revenues	145-400200	CARRY FORWARD	$165
		Total Revenues	$165
Expenditures	145-7107-61000	RESERVED BUDGET FUND BAL	$165
		Total Expenditures	$165

146 WATER OAKS SUBDIV

	Account Number	Account Description	Amount
Revenues	146-400200	CARRY FORWARD	($1)
		Total Revenues	($1)
Expenditures	146-7106-61000	RESERVED BUDGET FUND BAL	($1)
		Total Expenditures	($1)

147 FLYING DUTCHMAN

	Account Number	Account Description	Amount
Revenues	147-400200	CARRY FORWARD	$63
		Total Revenues	$63
Expenditures	147-7105-61000	RESERVED BUDGET FUND BAL	$63
		Total Expenditures	$63

148 OAK FOREST

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	148-400200	CARRY FORWARD	$57
		Total Revenues	$57
Expenditures	148-7104-61000	RESERVED BUDGET FUND BAL	$57
		Total Expenditures	$57

149 SPRING GARDENS

	Account Number	Account Description	Amount
Revenues	149-400200	CARRY FORWARD	$67
		Total Revenues	$67
Expenditures	149-7103-61000	RESERVED BUDGET FUND BAL	$67
		Total Expenditures	$67

150 AQUATIC SERVICES VEH & EQ

	Account Number	Account Description	Amount
Revenues	150-400200	CARRY FORWARD	($14,487)
		Total Revenues	($14,487)
Expenditures	150-6314-61000	RESERVED BUDGET FUND BAL	($14,487)
		Total Expenditures	($14,487)

150V AQUATIC PLANT CONTROL

	Account Number	Account Description	Amount
Revenues	150V-400200	CARRY FORWARD	$6,055
		Total Revenues	$6,055
Expenditures	150V-6304V-61000	RESERVED BUDGET FUND BAL	$6,055
		Total Expenditures	$6,055

154 FIRE ADMINISTRATION

	Account Number	Account Description	Amount
Revenues	154-400200	CARRY FORWARD	($80,683)
		Total Revenues	($80,683)
Expenditures	154-3200-56400	MACHINERY & EQUIPMENT	$4,100
	154-9996-61000	RESERVED BUDGET FUND BAL	($84,783)
		Total Expenditures	($80,683)

155 FIRE SVCS VEHICLE TRUST

	Account Number	Account Description	Amount
Revenues	155-400200	CARRY FORWARD	$1,298,361
		Total Revenues	$1,298,361

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	155-3215-56400	MACHINERY & EQUIPMENT	$268,002
	155-3215-60020	RES FOR OUTSTANDING PO'S	$1,509,930
	155-3215-61000	RESERVED BUDGET FUND BAL	($479,571)
		Total Expenditures	$1,298,361

160 VISITOR & CONV BUREAU

	Account Number	Account Description	Amount
Revenues	160-400200	CARRY FORWARD	$539,738
		Total Revenues	$539,738
Expenditures	160-2122-58221	SPECIAL PROJECTS	$182,773
	160-2122-61000	RESERVED BUDGET FUND BAL	$356,965
		Total Expenditures	$539,738

160H 1ST CENT TOURIST TAX

	Account Number	Account Description	Amount
Revenues	160H-400200	CARRY FORWARD	$27,618
		Total Revenues	$27,618
Expenditures	160H-2122H-60080	RES FOR CAPITAL PROJECTS	$27,618
		Total Expenditures	$27,618

170 BENEFIT PLANS

	Account Number	Account Description	Amount
Revenues	170-400200	CARRY FORWARD	$140,976
		Total Revenues	$140,976
Expenditures	170-8000-60050	RESERVE FOR CONTINGENCIES	$140,976
		Total Expenditures	$140,976

171 INSURANCE TRUST

	Account Number	Account Description	Amount
Revenues	171-400200	CARRY FORWARD	$414,455
		Total Revenues	$414,455
Expenditures	171-8100-60050	RESERVE FOR CONTINGENCIES	$414,455
		Total Expenditures	$414,455

172 DENTAL INSURANCE

	Account Number	Account Description	Amount
Revenues	172-400200	CARRY FORWARD	$12,318

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Revenues	$12,318
Expenditures	172-8150-60050	RESERVE FOR CONTINGENCIES	$12,318
		Total Expenditures	$12,318

178 DRUG FORFEITURE FUND

	Account Number	Account Description	Amount
Revenues	178-400200	CARRY FORWARD	($5,202)
		Total Revenues	($5,202)
Expenditures	178-5870-61000	RESERVED BUDGET FUND BAL	($5,202)
		Total Expenditures	($5,202)

231 2004 BONDS DEBT SERVICE

	Account Number	Account Description	Amount
Revenues	231-400200	CARRY FORWARD	($163)
		Total Revenues	($163)
Expenditures	231-4125-60050	RESERVE FOR CONTINGENCIES	($163)
		Total Expenditures	($163)

233 CR 491 ROAD WIDENING

	Account Number	Account Description	Amount
Revenues	233-400200	CARRY FORWARD	$2,352
		Total Revenues	$2,352
Expenditures	233-4127-60050	RESERVE FOR CONTINGENCIES	$2,352
		Total Expenditures	$2,352

234 CR 491 WIDENING

	Account Number	Account Description	Amount
Revenues	234-400200	CARRY FORWARD	$1,378
		Total Revenues	$1,378
Expenditures	234-4128-60050	RESERVE FOR CONTINGENCIES	$1,378
		Total Expenditures	$1,378

315 PHONE SYSTEM

	Account Number	Account Description	Amount
Revenues	315-400200	CARRY FORWARD	($6,420)
		Total Revenues	($6,420)

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	315-3155-56400	MACHINERY & EQUIPMENT	($6,420)
		Total Expenditures	($6,420)

326 RESIDENTIAL/MAJOR ROAD

	Account Number	Account Description	Amount
Revenues	326-400200	CARRY FORWARD	$3,415,921
		Total Revenues	$3,415,921
Expenditures	326-4110-56549	ROAD RESURFACING	$2,000,000
	326-4110-61000	RESERVED BUDGET FUND BAL	$1,415,921
		Total Expenditures	$3,415,921

332C CR 491 WIDENING

	Account Number	Account Description	Amount
Revenues	332C-400200	CARRY FORWARD	($32,000)
		Total Revenues	($32,000)
Expenditures	332C-3321C-56339	CR491-CR486 TO SR44	($32,000)
		Total Expenditures	($32,000)

365 WATER/WWATER INFRAST MATC

	Account Number	Account Description	Amount
Revenues	365-400200	CARRY FORWARD	$13,079
		Total Revenues	$13,079
Expenditures	365-4116-53400	OTHER CONTRACTUAL SERV	$13,079
		Total Expenditures	$13,079

401 LANDFILL

	Account Number	Account Description	Amount
Revenues	401-400200	CARRY FORWARD	$229,231
		Total Revenues	$229,231
Expenditures	401-5212-60050	RESERVE FOR CONTINGENCIES	$229,231
		Total Expenditures	$229,231

403 SOLID WASTE MGMT FLEET

	Account Number	Account Description	Amount
Revenues	403-400200	CARRY FORWARD	($28,801)
		Total Revenues	($28,801)
Expenditures	403-5213-61000	RESERVED BUDGET FUND BAL	($28,801)
		Total Expenditures	($28,801)

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

405 SOLID WASTE CIP

	Account Number	Account Description	Amount
Revenues	405-400200	CARRY FORWARD	$656,316
		Total Revenues	$656,316
Expenditures	405-5215-60080	RES FOR CAPITAL PROJECTS	$656,316
		Total Expenditures	$656,316

450 CITRUS CO UTILITIES

	Account Number	Account Description	Amount
Revenues	450-400200	CARRY FORWARD	($2,122,726)
		Total Revenues	($2,122,726)
Expenditures	450-9000-60080	RES FOR CAPITAL PROJECTS	($2,122,726)
		Total Expenditures	($2,122,726)

450N UTILITIES-NEIGHBORS HELP

	Account Number	Account Description	Amount
Revenues	450N-400200	CARRY FORWARD	($283)
		Total Revenues	($283)
Expenditures	450N-9000N-61000	RESERVED BUDGET FUND BAL	($283)
		Total Expenditures	($283)

450W WRWSA WTR CONSERV GRANT

	Account Number	Account Description	Amount
Revenues	450W-400200	CARRY FORWARD	$9,800
		Total Revenues	$9,800
Expenditures	450W-9000W-61000	RESERVED BUDGET FUND BAL	$9,800
		Total Expenditures	$9,800

451 CCU WATER CONN FEES

	Account Number	Account Description	Amount
Revenues	451-400200	CARRY FORWARD	$2,253,127
		Total Revenues	$2,253,127
Expenditures	451-9600-60080	RES FOR CAPITAL PROJECTS	$2,253,127
		Total Expenditures	$2,253,127

451A CCU WWTR CONN FEES

	Account Number	Account Description	Amount
Revenues	451A-400200	CARRY FORWARD	($324,388)
		Total Revenues	($324,388)

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Expenditures	451A-9601A-60080	RES FOR CAPITAL PROJECTS	($324,388)
		Total Expenditures	($324,388)

452 CCU UTIL REN/REPLCMT

	Account Number	Account Description	Amount
Revenues	452-400200	CARRY FORWARD	$882,161
		Total Revenues	$882,161
Expenditures	452-9400-61000	RESERVED BUDGET FUND BAL	$882,161
		Total Expenditures	$882,161

454 WTR & WSTWTR AVAILABILITY

	Account Number	Account Description	Amount
Revenues	454-400200	CARRY FORWARD	($9,764)
		Total Revenues	($9,764)
Expenditures	454-9454-61000	RESERVED BUDGET FUND BAL	($9,764)
		Total Expenditures	($9,764)

456 UTILITIES FLEET

	Account Number	Account Description	Amount
Revenues	456-400200	CARRY FORWARD	($26)
		Total Revenues	($26)
Expenditures	456-9100-61000	RESERVED BUDGET FUND BAL	($26)
		Total Expenditures	($26)

466 BUILDING DEPARTMENT

	Account Number	Account Description	Amount
Revenues	466-400200	CARRY FORWARD	$1,508,423
		Total Revenues	$1,508,423
Expenditures	466-3440-59100	TRANSFERS	$750,000
	466-3440-61000	RESERVED BUDGET FUND BAL	$758,423
		Total Expenditures	$1,508,423

476 BUILDING DEPT VEH TRUST

	Account Number	Account Description	Amount
Revenues	476-400200	CARRY FORWARD	$121
		Total Revenues	$121
Expenditures	476-3455-61000	RESERVED BUDGET FUND BAL	$121
		Total Expenditures	$121

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

477 BUILDING INSP TECHNOLOGY

	Account Number	Account Description	Amount
Revenues	477-400200	CARRY FORWARD	($104,165)
	477-381000	INTERFUND TRANSFERS	$750,000
		Total Revenues	$645,835
Expenditures	477-3456-53400	OTHER CONTRACTUAL SERV	$200,000
	477-3456-61000	RESERVED BUDGET FUND BAL	$445,835
		Total Expenditures	$645,835

480 EMERGENCY MEDICAL SERVICE

	Account Number	Account Description	Amount
Revenues	480-400200	CARRY FORWARD	$121,942
		Total Revenues	$121,942
Expenditures	480-4180-56400	MACHINERY & EQUIPMENT	$121,942
		Total Expenditures	$121,942

505 HEALTH DEPARTMENT

	Account Number	Account Description	Amount
Revenues	505-400200	CARRY FORWARD	($6,151)
		Total Revenues	($6,151)
Expenditures	505-2114-61000	RESERVED BUDGET FUND BAL	($6,151)
		Total Expenditures	($6,151)

550 FLEET MANAGEMENT

	Account Number	Account Description	Amount
Revenues	550-400200	CARRY FORWARD	$39,075
		Total Revenues	$39,075
Expenditures	550-4150-61000	RESERVED BUDGET FUND BAL	$39,075
		Total Expenditures	$39,075

551 FLEET VEHICLE TRUST FUND

	Account Number	Account Description	Amount
Revenues	551-400200	CARRY FORWARD	$35
		Total Revenues	$35
Expenditures	551-4151-61000	RESERVED BUDGET FUND BAL	$35
		Total Expenditures	$35

555 GENERAL GOV VEHICLE TRUST

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	555-400200	CARRY FORWARD	$34,160
		Total Revenues	$34,160
Expenditures	555-4155-61000	RESERVED BUDGET FUND BAL	$34,160
		Total Expenditures	$34,160

611 SCHOOL IMPACT FEES

	Account Number	Account Description	Amount
Revenues	611-400200	CARRY FORWARD	$282,308
		Total Revenues	$282,308
Expenditures	611-2800-61000	RESERVED BUDGET FUND BAL	$282,308
		Total Expenditures	$282,308

619 LAW ENFORCEMENT IMP FEES

	Account Number	Account Description	Amount
Revenues	619-400200	CARRY FORWARD	$112,572
		Total Revenues	$112,572
Expenditures	619-2813-61000	RESERVED BUDGET FUND BAL	$112,572
		Total Expenditures	$112,572

620 FIRE IMPACT FEES

	Account Number	Account Description	Amount
Revenues	620-400200	CARRY FORWARD	$117,667
		Total Revenues	$117,667
Expenditures	620-2814-61000	RESERVED BUDGET FUND BAL	$117,667
		Total Expenditures	$117,667

621 EMS IMPACT FEES

	Account Number	Account Description	Amount
Revenues	621-400200	CARRY FORWARD	$19,065
		Total Revenues	$19,065
Expenditures	621-2829-61000	RESERVED BUDGET FUND BAL	$19,065
		Total Expenditures	$19,065

622 LIBRARY IMPACT FEES

	Account Number	Account Description	Amount
Revenues	622-400200	CARRY FORWARD	$93,264
		Total Revenues	$93,264
Expenditures	622-2816-61000	RESERVED BUDGET FUND BAL	$93,264

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Expenditures	$93,264

623 PUBLIC BLDGS IMPACT FEE

	Account Number	Account Description	Amount
Revenues	623-400200	CARRY FORWARD	$142,743
		Total Revenues	$142,743
Expenditures	623-2830-61000	RESERVED BUDGET FUND BAL	$142,743
		Total Expenditures	$142,743

636 PARK IMPACT FEES/DIST 1

	Account Number	Account Description	Amount
Revenues	636-400200	CARRY FORWARD	$8,456
		Total Revenues	$8,456
Expenditures	636-2836-61000	RESERVED BUDGET FUND BAL	$8,456
		Total Expenditures	$8,456

637 PARK IMPACT FEES/DIST 2

	Account Number	Account Description	Amount
Revenues	637-400200	CARRY FORWARD	$46,491
		Total Revenues	$46,491
Expenditures	637-2837-61000	RESERVED BUDGET FUND BAL	$46,491
		Total Expenditures	$46,491

638 PARK IMPACT FEES/DIST 3

	Account Number	Account Description	Amount
Revenues	638-400200	CARRY FORWARD	($3,183)
		Total Revenues	($3,183)
Expenditures	638-2838-61000	RESERVED BUDGET FUND BAL	($3,183)
		Total Expenditures	($3,183)

639 PARK IMPACT FEES/DIST 4

	Account Number	Account Description	Amount
Revenues	639-400200	CARRY FORWARD	$5,412
		Total Revenues	$5,412
Expenditures	639-2839-61000	RESERVED BUDGET FUND BAL	$5,412
		Total Expenditures	$5,412

640 PARKS IMPACT FEES

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	640-400200	CARRY FORWARD	$131,939
		Total Revenues	$131,939
Expenditures	640-6640-61000	RESERVED BUDGET FUND BAL	$131,939
		Total Expenditures	$131,939

645 UTILITY FEE TRUST ACCOUNT

	Account Number	Account Description	Amount
Revenues	645-400200	CARRY FORWARD	$70,524
		Total Revenues	$70,524
Expenditures	645-6400-61000	RESERVED BUDGET FUND BAL	$70,524
		Total Expenditures	$70,524

662 ROAD IMPACT FEES/DIST A

	Account Number	Account Description	Amount
Revenues	662-400200	CARRY FORWARD	$247,999
		Total Revenues	$247,999
Expenditures	662-2831-61000	RESERVED BUDGET FUND BAL	$247,999
		Total Expenditures	$247,999

663 ROAD IMPACT FEES/DIST B

	Account Number	Account Description	Amount
Revenues	663-400200	CARRY FORWARD	$114,987
		Total Revenues	$114,987
Expenditures	663-2832-61000	RESERVED BUDGET FUND BAL	$114,987
		Total Expenditures	$114,987

664 ROAD IMPACT FEES/DIST C

	Account Number	Account Description	Amount
Revenues	664-400200	CARRY FORWARD	$69,326
		Total Revenues	$69,326
Expenditures	664-2833-61000	RESERVED BUDGET FUND BAL	$69,326
		Total Expenditures	$69,326

665 ROAD IMPACT FEES/DIST D

	Account Number	Account Description	Amount
Revenues	665-400200	CARRY FORWARD	$86,481
		Total Revenues	$86,481
Expenditures	665-2834-61000	RESERVED BUDGET FUND BAL	$86,481

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Expenditures	$86,481

708 INVERNESS VILLAGE UNIT 4

	Account Number	Account Description	Amount
Revenues	708-400200	CARRY FORWARD	$4,492
		Total Revenues	$4,492
Expenditures	708-7008-61000	RESERVED BUDGET FUND BAL	$4,492
		Total Expenditures	$4,492

710 LIMEROCK SPECIAL ASSESSMT

	Account Number	Account Description	Amount
Revenues	710-400200	CARRY FORWARD	$17,085
		Total Revenues	$17,085
Expenditures	710-7102-61000	RESERVED BUDGET FUND BAL	$17,085
		Total Expenditures	$17,085

717 PRP-RIVER RD & STOKES FER

	Account Number	Account Description	Amount
Revenues	717-400200	CARRY FORWARD	$3,041
		Total Revenues	$3,041
Expenditures	717-7130-53400	OTHER CONTRACTUAL SERV	$3,041
		Total Expenditures	$3,041

720 HIGH RIDGE EST PRIV RD AS

	Account Number	Account Description	Amount
Revenues	720-400200	CARRY FORWARD	$504
		Total Revenues	$504
Expenditures	720-7131-53400	OTHER CONTRACTUAL SERV	$504
		Total Expenditures	$504

722 PRP-SUBURBAN ACRES

	Account Number	Account Description	Amount
Revenues	722-400200	CARRY FORWARD	$18,456
		Total Revenues	$18,456
Expenditures	722-7132-53400	OTHER CONTRACTUAL SERV	$18,456
		Total Expenditures	$18,456

723 BENNETT PT PRIVATE ROAD

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	723-400200	CARRY FORWARD	$320
		Total Revenues	$320
Expenditures	723-7133-53400	OTHER CONTRACTUAL SERV	$320
		Total Expenditures	$320

724 BOW N ARROW LP PRIVATE RD

	Account Number	Account Description	Amount
Revenues	724-400200	CARRY FORWARD	$10
		Total Revenues	$10
Expenditures	724-7134-53400	OTHER CONTRACTUAL SERV	$10
		Total Expenditures	$10

725 CARAVAN PATH PRIVATE ROAD

	Account Number	Account Description	Amount
Revenues	725-400200	CARRY FORWARD	$56
		Total Revenues	$56
Expenditures	725-7135-53400	OTHER CONTRACTUAL SERV	$56
		Total Expenditures	$56

727 HARTLEY CT SKEETER PRI RD

	Account Number	Account Description	Amount
Revenues	727-400200	CARRY FORWARD	$193
		Total Revenues	$193
Expenditures	727-7137-53400	OTHER CONTRACTUAL SERV	$193
		Total Expenditures	$193

728 HULL TERR PRIVATE ROAD

	Account Number	Account Description	Amount
Revenues	728-400200	CARRY FORWARD	$140
		Total Revenues	$140
Expenditures	728-7138-53400	OTHER CONTRACTUAL SERV	$140
		Total Expenditures	$140

729 KEN/OWENS/RAL/RAY PRIV RD

	Account Number	Account Description	Amount
Revenues	729-400200	CARRY FORWARD	$1,187
		Total Revenues	$1,187
Expenditures	729-7139-53400	OTHER CONTRACTUAL SERV	$1,187

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Expenditures	$1,187

730 CITRUS SPRINGS MSBU

	Account Number	Account Description	Amount
Revenues	730-400200	CARRY FORWARD	$54,956
		Total Revenues	$54,956
Expenditures	730-8200-61000	RESERVED BUDGET FUND BAL	$54,956
		Total Expenditures	$54,956

733 CHASS WATER ASSESSMENT

	Account Number	Account Description	Amount
Revenues	733-400200	CARRY FORWARD	$8,657
		Total Revenues	$8,657
Expenditures	733-7241-61000	RESERVED BUDGET FUND BAL	$8,657
		Total Expenditures	$8,657

736 CHASS SEWER ASSESSMENT

	Account Number	Account Description	Amount
Revenues	736-400200	CARRY FORWARD	$911
		Total Revenues	$911
Expenditures	736-7246-61000	RESERVED BUDGET FUND BAL	$911
		Total Expenditures	$911

738A 2010 WWTR-AREAS 112 & 113

	Account Number	Account Description	Amount
Revenues	738A-400200	CARRY FORWARD	($9,720)
		Total Revenues	($9,720)
Expenditures	738A-5925A-61000	RESERVED BUDGET FUND BAL	($9,720)
		Total Expenditures	($9,720)

738B 2010 WWTR-HARBOR ISLE

	Account Number	Account Description	Amount
Revenues	738B-400200	CARRY FORWARD	($1,010)
		Total Revenues	($1,010)
Expenditures	738B-5925B-61000	RESERVED BUDGET FUND BAL	($1,010)
		Total Expenditures	($1,010)

740 CITRUS SPGS WTR LINE ASSE

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	740-400200	CARRY FORWARD	$178,971
		Total Revenues	$178,971
Expenditures	740-7440-61000	RESERVED BUDGET FUND BAL	$178,971
		Total Expenditures	$178,971

740A CITRUS SPGS ASSESSMENT #2

	Account Number	Account Description	Amount
Revenues	740A-400200	CARRY FORWARD	$29,028
		Total Revenues	$29,028
Expenditures	740A-7440A-61000	RESERVED BUDGET FUND BAL	$29,028
		Total Expenditures	$29,028

740B CITRUS SPGS ASSESSMENT #3

	Account Number	Account Description	Amount
Revenues	740B-400200	CARRY FORWARD	$8,359
		Total Revenues	$8,359
Expenditures	740B-7440B-61000	RESERVED BUDGET FUND BAL	$8,359
		Total Expenditures	$8,359

740C CIT SPGS WTR LN ASSESS 10

	Account Number	Account Description	Amount
Revenues	740C-400200	CARRY FORWARD	$1,042
		Total Revenues	$1,042
Expenditures	740C-7440C-61000	RESERVED BUDGET FUND BAL	$1,042
		Total Expenditures	$1,042

740E CITRUS SPGS LINE EXT 2014

	Account Number	Account Description	Amount
Revenues	740E-400200	CARRY FORWARD	($933)
		Total Revenues	($933)
Expenditures	740E-7440E-61000	RESERVED BUDGET FUND BAL	($933)
		Total Expenditures	($933)

740F CITRUS SPRINGS WATER 2018

	Account Number	Account Description	Amount
Revenues	740F-400200	CARRY FORWARD	$1,638
		Total Revenues	$1,638
Expenditures	740F-7440F-61000	RESERVED BUDGET FUND BAL	$1,638

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Expenditures	$1,638

740G CITRUS SPRINGS WATER 2019

	Account Number	Account Description	Amount
Revenues	740G-400200	CARRY FORWARD	$1,300
		Total Revenues	$1,300
Expenditures	740G-7440G-61000	RESERVED BUDGET FUND BAL	$1,300
		Total Expenditures	$1,300

740H CITRUS SPRINGS WATER 2020

	Account Number	Account Description	Amount
Revenues	740H-400200	CARRY FORWARD	$205
		Total Revenues	$205
Expenditures	740H-7440H-61000	RESERVED BUDGET FUND BAL	$205
		Total Expenditures	$205

740J CITRUS SPRINGS WATER 2021

	Account Number	Account Description	Amount
Revenues	740J-400200	CARRY FORWARD	$24,027
		Total Revenues	$24,027
Expenditures	740J-7440J-61000	RESERVED BUDGET FUND BAL	$24,027
		Total Expenditures	$24,027

741 COUNTRY OAKS ASSESSMENT

	Account Number	Account Description	Amount
Revenues	741-400200	CARRY FORWARD	$1,248
		Total Revenues	$1,248
Expenditures	741-7441-61000	RESERVED BUDGET FUND BAL	$1,248
		Total Expenditures	$1,248

742 S GARCIA PT WASTEWATER SA

	Account Number	Account Description	Amount
Revenues	742-400200	CARRY FORWARD	$5,227
		Total Revenues	$5,227
Expenditures	742-7420-61000	RESERVED BUDGET FUND BAL	$5,227
		Total Expenditures	$5,227

743 W RED VALLEY CT WATERLINE

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
Revenues	743-400200	CARRY FORWARD	$194
		Total Revenues	$194
Expenditures	743-7430-61000	RESERVED BUDGET FUND BAL	$194
		Total Expenditures	$194

745 LAS BRISAS ROAD PROJ 2014

	Account Number	Account Description	Amount
Revenues	745-400200	CARRY FORWARD	$178
		Total Revenues	$178
Expenditures	745-7450-61000	RESERVED BUDGET FUND BAL	$178
		Total Expenditures	$178

747 FLYING DUTCHMAN 2014 ASMT

	Account Number	Account Description	Amount
Revenues	747-400200	CARRY FORWARD	$1,532
		Total Revenues	$1,532
Expenditures	747-7470-61000	RESERVED BUDGET FUND BAL	$1,532
		Total Expenditures	$1,532

748 WEST BRITAIN ST WATERMAIN

	Account Number	Account Description	Amount
Revenues	748-400200	CARRY FORWARD	$1,303
		Total Revenues	$1,303
Expenditures	748-7480-61000	RESERVED BUDGET FUND BAL	$1,303
		Total Expenditures	$1,303

749 NW QUADRANT WATERLINES

	Account Number	Account Description	Amount
Revenues	749-400200	CARRY FORWARD	$1,469
		Total Revenues	$1,469
Expenditures	749-7490-61000	RESERVED BUDGET FUND BAL	$1,469
		Total Expenditures	$1,469

760 2011 N KINGS COVE PT - SA

	Account Number	Account Description	Amount
Revenues	760-400200	CARRY FORWARD	$1,095
		Total Revenues	$1,095
Expenditures	760-8400-61000	RESERVED BUDGET FUND BAL	$1,095

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

Exhibit A

	Account Number	Account Description	Amount
		Total Expenditures	$1,095

770 BEVERLY HILLS MSBU

	Account Number	Account Description	Amount
Revenues	770-400200	CARRY FORWARD	$6,954
		Total Revenues	$6,954
Expenditures	770-8300-61000	RESERVED BUDGET FUND BAL	$6,954
		Total Expenditures	$6,954

Attachment: 04-12-22 Fund Balance (20155 : Fund Balance)

AGENDA MEMORANDUM

FROM:	Angela Vick, Clerk of the Circuit Court and Comptroller
SUBJECT:	1:30 PM GFOA Financial Reporting Awards Presentation
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Formal presentation of awards from the Government Finance Officers Association of the United States and Canada (GFOA) to Angela Vick, Clerk to the Board of Citrus County Commissioners for Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting to Citrus County for its Comprehensive Annual Financial Report and the Popular Annual Financial Report, both for the fiscal year ended September 30, 2020.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management. This award demonstrates the professional commitment and cooperative effort of numerous individuals and agencies as well as many hours of hard work.

Citrus County began participating in the Certificate Program for the comprehensive annual financial report in 1998 and has received this prestigious award every year.

The Outstanding Achievement in Popular Annual Financial Reporting award is a national award recognizing conformance with the highest standards for preparation of state and local government popular reports. In order to receive this Outstanding Achievement Award, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability and reader appeal.

Both of these awards reflect a high degree of dedication and focus by the Clerk's Financial Leadership team represented by Chief of Staff Traci Phillips, Senior Financial Analyst Susan Sullivan, and Chief Deputy of Financial Services Shelley Sansone. These reports are available for citizens to access and read on the Clerk's website at www.citrusclerk.org <http://www.citrusclerk.org>.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Presentation of the awards for Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting to Citrus County for its Popular Annual Financial Report by The Honorable Ken Burke, CPA, Pinellas County Clerk of the Circuit Court and Comptroller.

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Historic Resources Advisory Board - Announce Open Positions
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

The Historic Resources Advisory Board (HRAB) assists the County Commission and other entities to identify, evaluate, and protect historic properties. The Historical Resources Advisory Committee consist of nine (9) board members and has the following positions open:

Architect (1)

Archaeologist (1)

Historian (1)

At-Large positions (2)

The term for these positions is two years and will expire on January 31, 2024.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Announce five (5) vacancies on the Historic Resources Advisory Board for an Architect, Archaeologist, Historian and two (2) at-large positions that will expire on January 31, 2024.

Citrus County
Historical Resources Advisory Board

Name	Address	Appointed	Expires
Kandice Bellamy McPherson **Historical Society Board Member At- Large** (352) 726-8080 (H) (352) 400-3339 (C) 1kbmcpherson@gmail.com	4024 E. Eagle Trail Hernando, FL 34442	A-11/02/10 R-05/08/12 R-06/09/15 R-02/28/17 R-01/08/19 R-01/19/21	01/31/14 01/31/15 01/31/17 01/31/19 01/31/21 01/31/23
VACANT **Architect**			
VACANT **Archaeologist**			
VACANT **Historian**			
Member-at-Large			
Walter “Bud” Osborn (352) 726-7805 (H) budandnanci@tampabay.rr.com	3355 S. College Ave Inverness, FL 34452	A-02/28/17 R-01/08/19 R-01/19/21	01/31/19 01/31/21 01/31/23
Angel Lewis (352) 564-9636 (H) (352) 464-1327 (C) angelhallal@hotmail.com	2458 W. Spring Leaf Ln Lecanto, FL 34461	A-01/19/21	01/31/23
Paul Grannan (352) 746-7519 (H) (352) 422-7450 (C)	3535 W. Southern Street Lecanto, FL 34461	A-02/22/22	01/31/24
VACANT			
VACANT			
A = Appointment	R = Re-appointed		
All Terms - 2 Years			

Staff Contact – Gina Eason
(352) 527-5221
gina.eason@citrusbocc.com

Updated 11/01/2021

Attachment: HRAB.Member -3.1.2022 (20110 : Historic Resources Advisory Board - Announce Open Positions)

AGENDA MEMORANDUM

FROM:	Jeff Kinnard D.C., Commissioner
SUBJECT:	Solar FL 2018, LLC Request for Right of Way Utilization Permit
AGENDA DATE:	**April 12, 2022**

BRIEF OVERVIEW:

Solar FL 2018, LLC is proposing to construct a solar project in Marion County and the City of Dunnellon. It further intends to run a high voltage line under the Withlacoochee River, along Citrus County Rights of Ways, and beneath a County maintained drainage retention area. The line will eventually connect to a Duke Energy substation located in Citrus County. As part of the development plan for the solar farm in Marion County, Solar FL 2018, LLC has offered to dedicate a perpetual easement for the purposes of a 20-acre bike trail to the Florida Greenways (FDEP) to adjoin its east/west bike trail in Dunnellon. Florida Greenways has wanted to acquire this parcel of property to "close the gap" in its trail plan for many years.

Solar FL 2018, LLC has requested a right of way utilization permit to install its lines in the County's Right of Way and has additionally requested an easement through the drainage right of way and drainage retention area to install its high voltage line. The area which it has requested the easement through is within a dedicated drainage right of way and dedicated drainage retention area located in the River Bluffs Subdivision on the northern part of the County along the Withlacoochee River.

Through permitting, the County is agreeable to allowing installation of the high voltage line in the County rights of way but is unable to agree to the easement through the dedicated drainage retention area and drainage right of way.

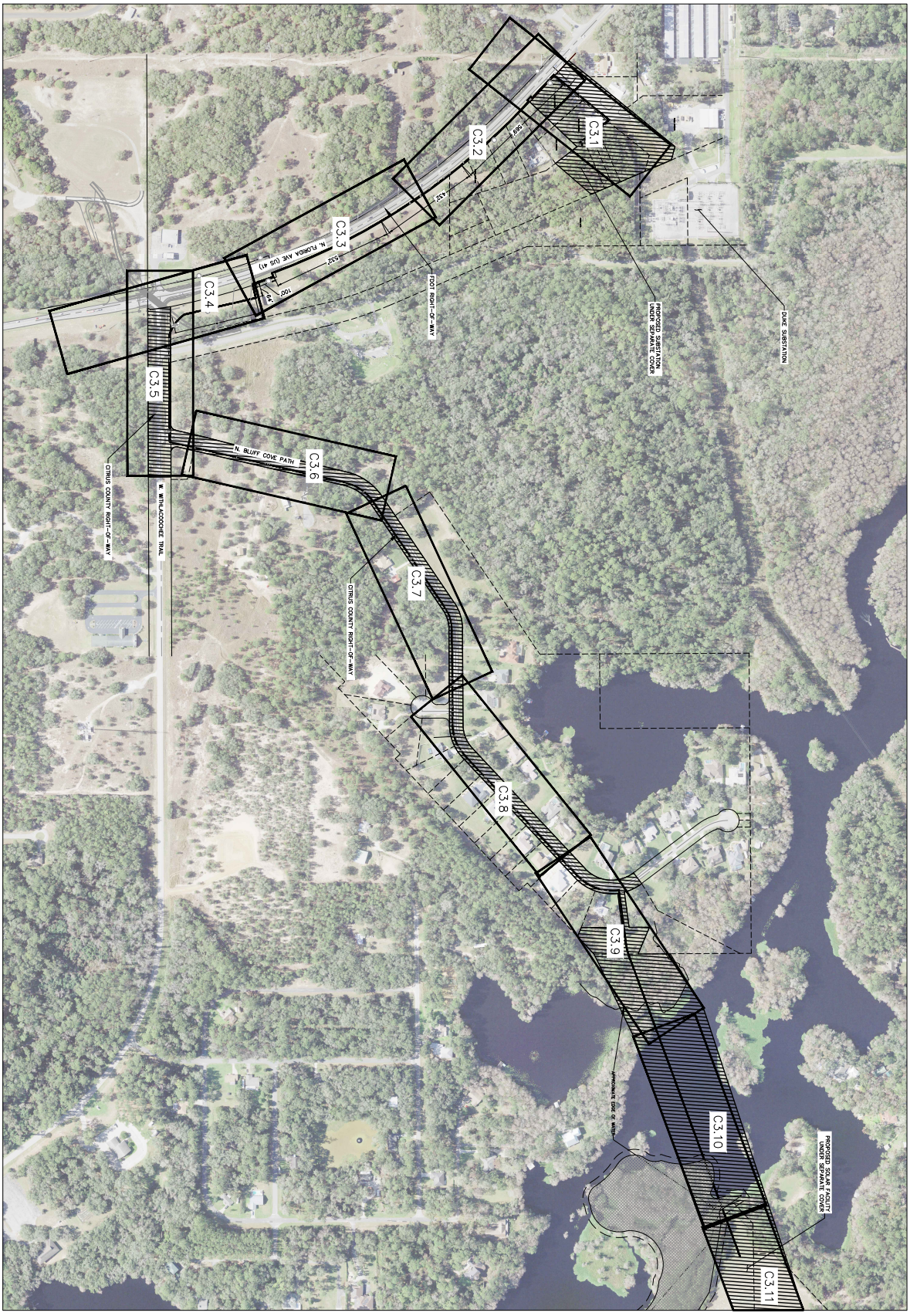
Florida Greenways has contacted me in order to bring this matter to the Board to determine whether a creative solution can be reached to permit the easement. Mickey Thomason, Greenway Manager with the Florida Department of Environmental Protection, John Taylor representing Solar FL 2018, and Hon. Kathy Bryant, Marion County Commissioner, will be making the attached presentation regarding the Regional Trail Connectivity, Heart of Florida Loop for consideration in conjunction with the applicant's request for an easement.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Receive presentation and then provide direction to Administration and staff.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DUNNELLON FARMS SOLAR GENERATION TIE

CITY OF DUNNELLON FLORIDA

OVERALL SITE PLAN

SHEET NUMBER C3.0

KHA PROJECT 049541000

DATE 07/19/2021

SCALE AS SHOWN

DESIGNED BY LJD

DRAWN BY JAC

CHECKED BY LJD

LICENSED PROFESSIONAL

L. JORDAN DRAPER, P.E.

FLORIDA LICENSE NUMBER 81928

DATE: 07/19/2021

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 696

No. REVISIONS DATE BY

Attachment: Route Depiction (20227 : Solar FL 2018, LLC Request for Right of Way Utilization Permit)



DUNNELLON FARMS SOLAR

CITRUS COUNTY, FLORIDA

PARCEL OWNERS & EASEMENT NEEDS

02/01/2021 - CONTACT L. JORDAN DRAPER, (407) 898-1511

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

Kimley»Horn

Attachment: Aeral with Proposed Line (20227 : Solar FL 2018, LLC Request for Right of

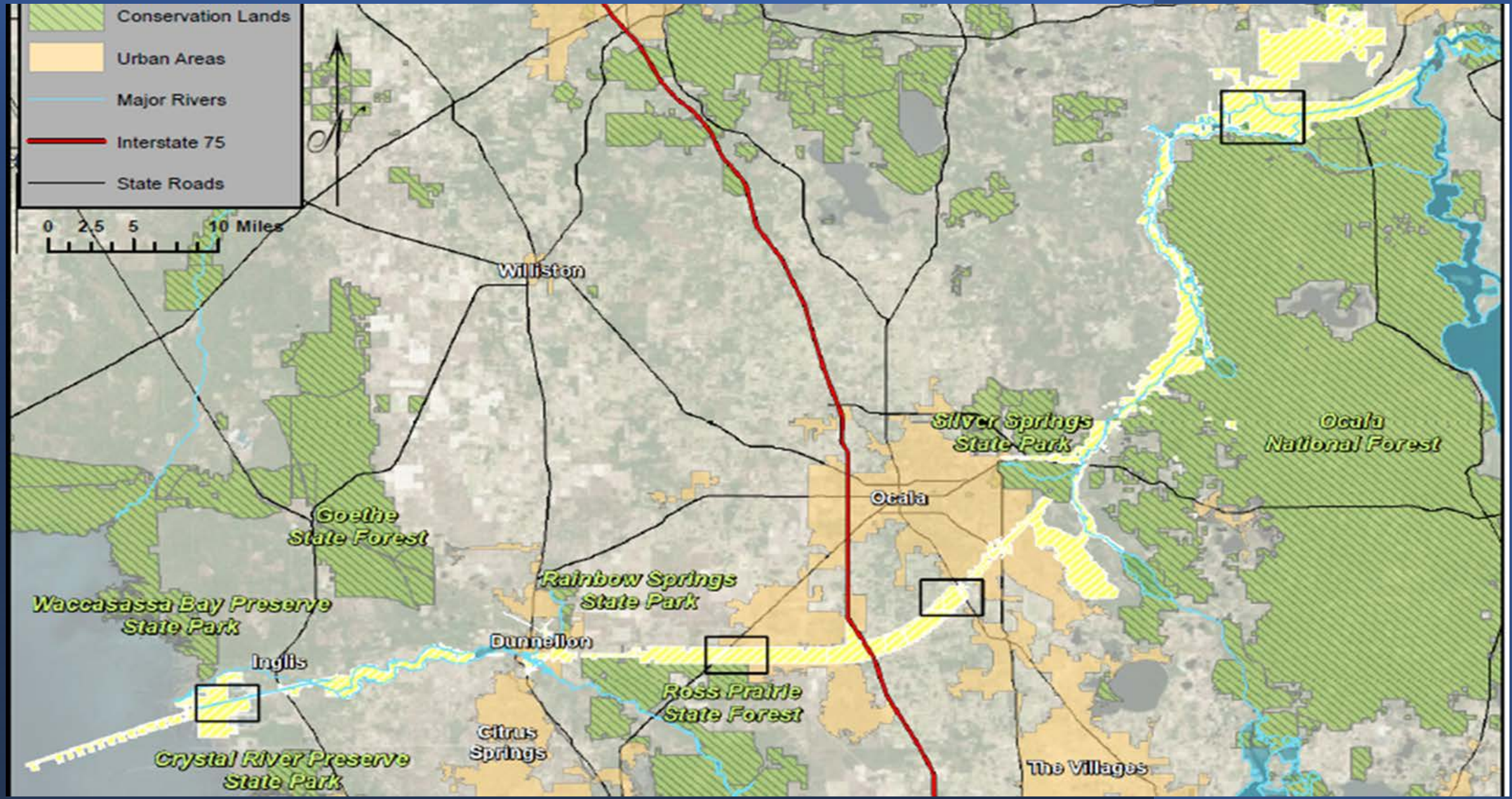
Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for

Regional Trail Connectivity
The Heart of Florida Loop

Mickey Thomason

Park Manager

Marjorie Harris Carr Cross Florida Greenway



Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



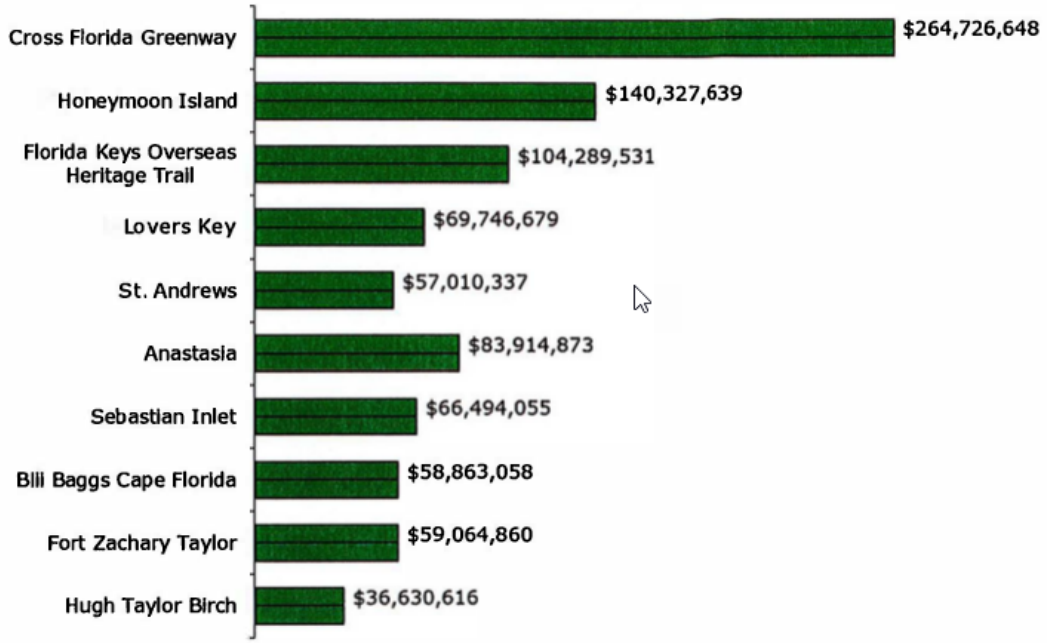
Attendance by District	
District 1	3,746,352
District 2	4,488,457
District 3	8,779,569
District 4	6,651,013
District 5	5,411,334
TOTAL	29,076,725

Top 20 Parks in Attendance	
Marjorie Harris Carr Cross Florida Greenways State Recreat	3,327,418
Honeymoon Island State Park	1,482,075
Florida Keys Overseas Heritage Trail	1,309,478
Anastasia State Park	974,401
Lovers Key State Park	874,255
Sebastian Inlet State Park	717,645
Delnor-Wiggins Pass State Park	695,854
St. Andrews State Park	587,057
Fort Zachary Taylor Historic State Park	570,567
Blue Spring State Park	559,835
Henderson Beach State Park	541,662
Withlacoochee State Trail	491,993
John Pennekamp Coral Reef State Park	439,460
Bill Baggs Cape Florida State Park	421,781
Bahia Honda State Park	406,951
Big Talbot Island State Park	393,970
Wekiwa Springs State Park	382,747
Myakka River State Park	363,535
Silver Springs State Park	345,190
North Peninsula State Park	340,066

Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for

FISCAL YEAR 2018-2019
FLORIDA STATE PARK SYSTEM – ECONOMIC IMPACT ASSESSMENT

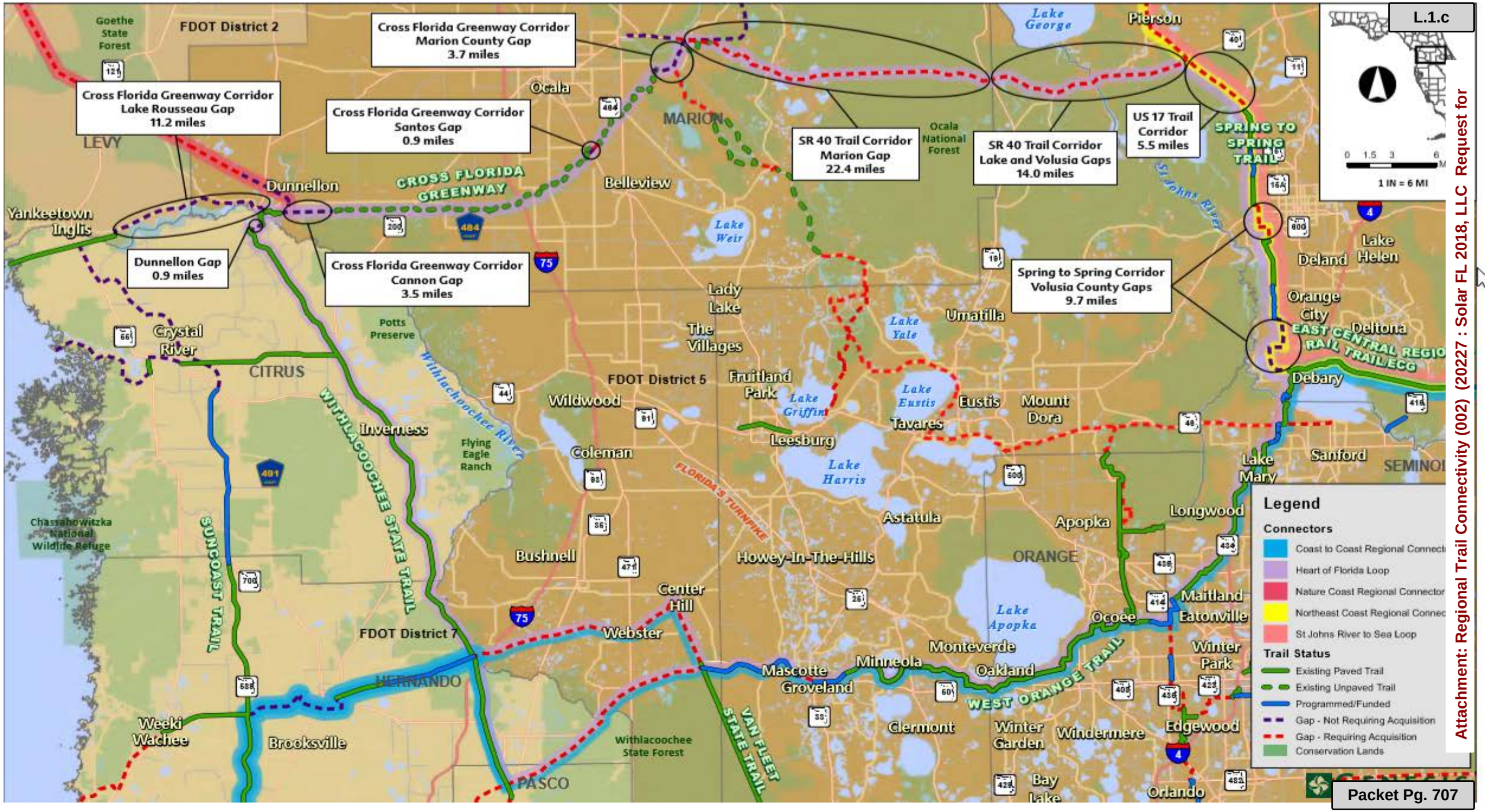
PARKS AND TRAILS WITH GREATEST DIRECT ECONOMIC IMPACT



The ten units with the greatest direct economic impacts in the state are shown above. The economic impacts of these parks are due to many factors including: geographic location and available amenities.

Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for

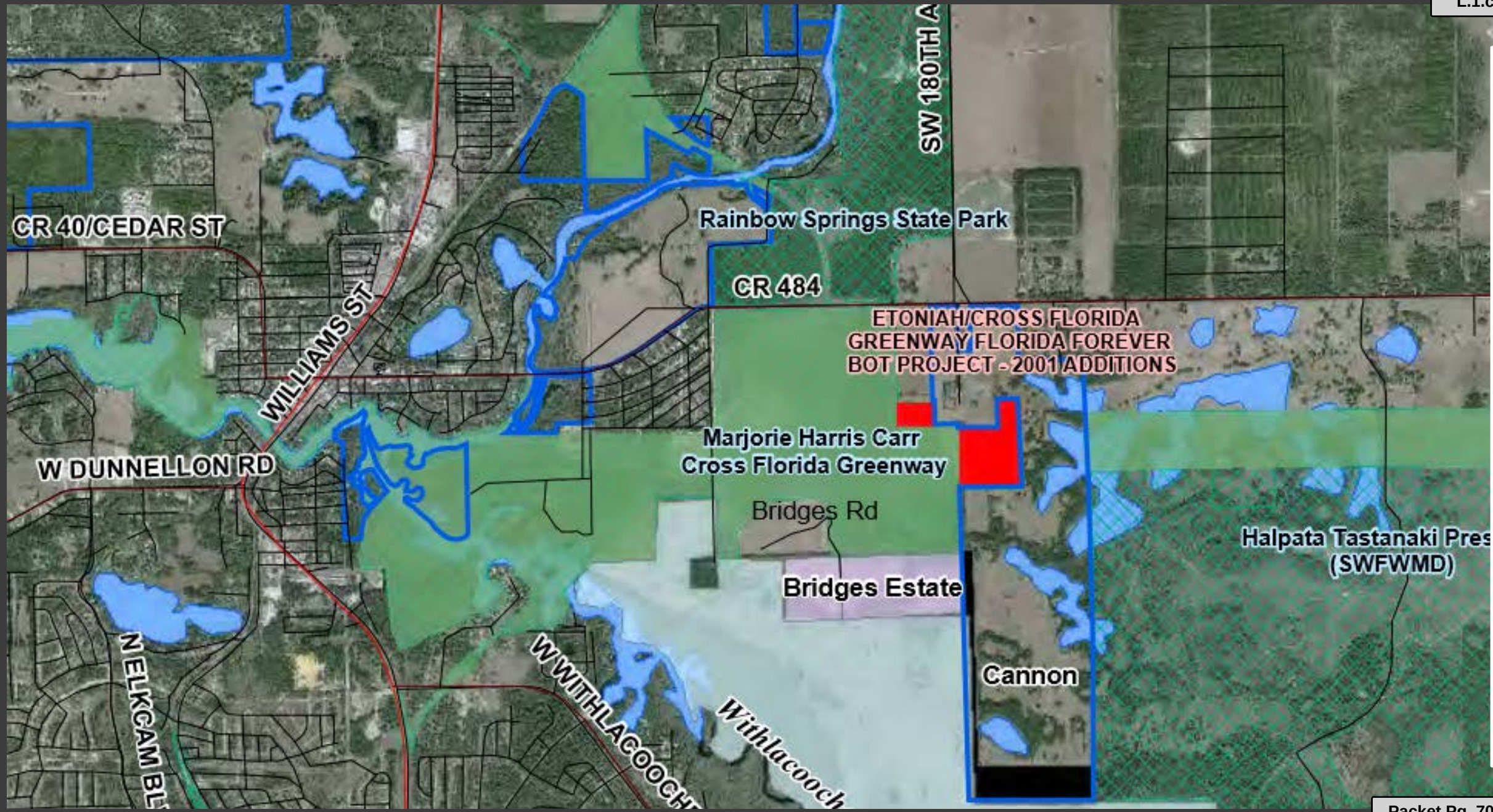

SITE DATA TABLE
PCN:
16E17S11 31000
ADDRESS:
10247 N SUNCOAST BLVD , CRYSTAL RIVER
TOTAL PROJECT AREA:
1.06 AC
ZONING:
HEAVY INDUSTRIAL DISTRICT (IND)
LOW INTENSITY COASTAL & LAKES DISTRICT (CL)
FUTURE LAND USE:
INDUSTRIAL (IND)
CONSERVATION (CON)
**ZONE CHANGE NEEDED TO COASTAL & LAKES COMMERCIAL DISTRICT (CLC)
SETBACKS (COASTAL & LAKES COMMERCIAL DISTRICT):
BUILDING
FRONT: 25'
REAR: 0' (WATER); 25' (LAND)
SIDE: 10'
LANDSCAPE
FRONT: TYPE 'A' (FRONTAGE ROAD)
REAR: TYPE 'D' (WEST)
SIDE: TYPE 'D' (NORTH)
PARKING COUNT
PHASE 1
BOAT TRAILER PARKING: 59 SPACES
ADA BOAT TRAILER PARKING: 4 SPACES
REGULAR PARKING: 21 SPACES
ADA REGULAR PARKING: 6 SPACES
PHASE 2
BOAT TRAILER PARKING: 180 SPACES
REGULAR PARKING: 40 SPACES
STORMWATER MANAGEMENT AREA (TO BE CONSTRUCTED WITH PHASE 1)
PROPOSED ENTRANCE/EXIT
PHASE 1
PHASE 2
PERVIOUS TRAILER PARKING
BASIN CANAL ACCESS ROAD
BASIN CANAL ACCESS ROAD
LANDSCAPE SETBACK
75' SETBACK FROM SURFACE WATER PER 64E-6.005(3)
PHASE 2
PHASE 1
PROPOSED DRIVEWAY RELOCATION
PROPOSED ONSITE SEWER DISPOSAL
PROPOSED WELL
ADA PEDESTRIAN PATH
PICNIC SHELTERS
PROPOSED RESTROOM
TIE/WASH DOWN AREA
LAUNCH STAGING AREA
EXISTING SHORELINE
RUBBLE
PROPOSED DOCK SYSTEM CONSISTING



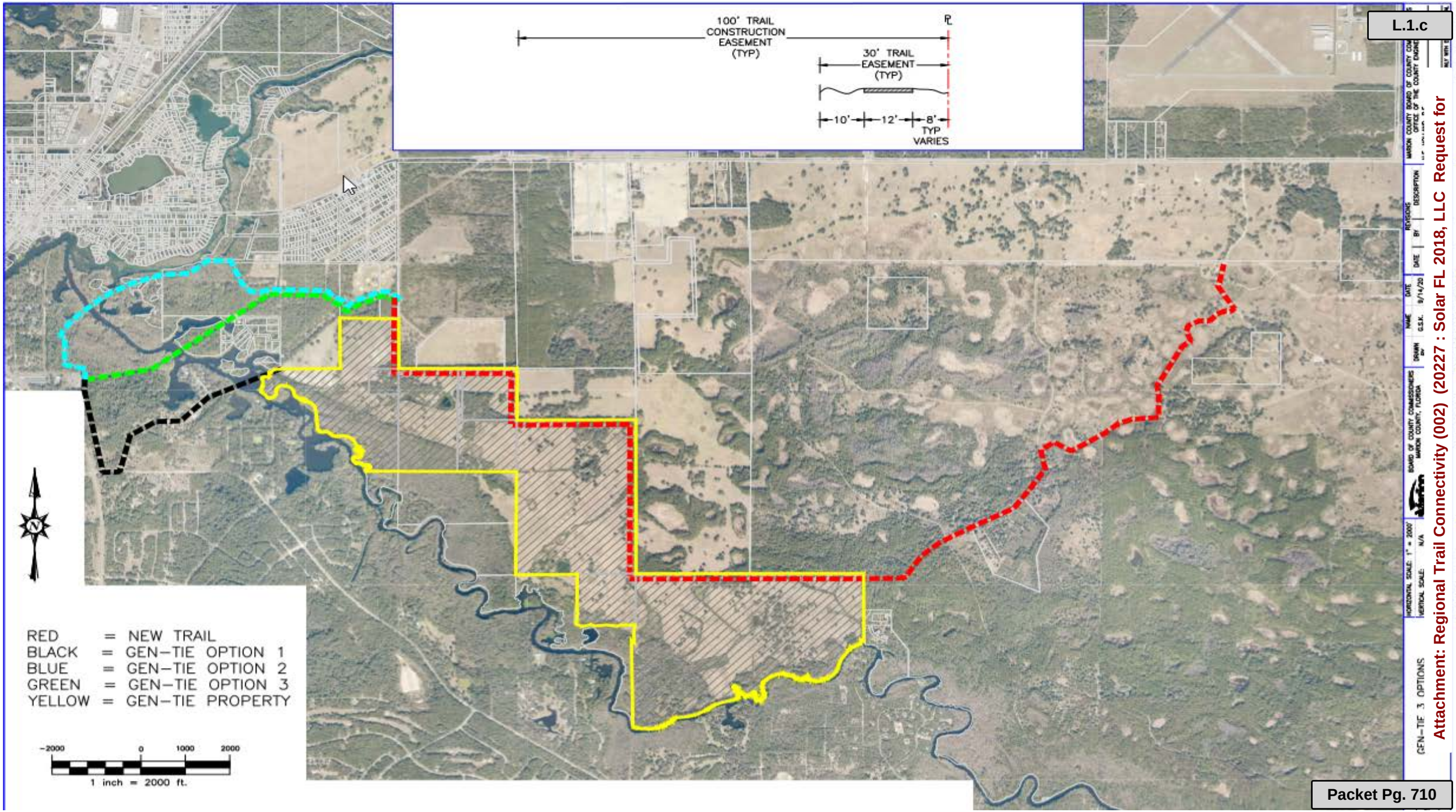
Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



DUNNELLON FARMS SOLAR

CITRUS COUNTY, FLORIDA

PARCEL OWNERS & EASEMENT NEEDS

02/01/2021 - CONTACT L. JORDAN DRAPER, (407) 898-1511

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

Kimley»

Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for



Attachment: Regional Trail Connectivity (002) (20227 : Solar FL 2018, LLC Request for